



CITY OF BARABOO COMMON COUNCIL AGENDA

Council Chambers, 101 South Blvd., Baraboo, Wisconsin

Tuesday, September 13, 2022, 7:00 P.M.

Regular meeting of the City of Baraboo Common Council, Mayor Nelson presiding.

Notices Sent To Council Members: Wedekind, Kolb, Hazard, Kent, Petty, Ellington, Sloan, Kierzek, and Thurow

Notices Sent To City Staff, Media And Other Interested Parties: City Administrator Bradley, CDA Dir. Cannon, Clerk Zeman, DPW Dir./Engineer Pinion, Finance Dir. Ostrander, Fire Chief Stieve, EMS Chief Johnson, Library Dir. Bergin, Parks & Rec. Dir. Hardy, Interim Police Chief Sinden, Street Super. Gilman, Utility Super. Peterson, Treasurer Laux, Baraboo News Republic, WBDL, 99.7FM

1. CALL TO ORDER

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

3. APPROVAL OF PREVIOUS MINUTES (*Voice Vote*): August 23, 2022

4. APPROVAL OF AGENDA (*Voice Vote*)

5. COMPLIANCE WITH OPEN MEETING LAW NOTED

6. PRESENTATIONS

None.

7. PUBLIC HEARINGS

None.

8. PUBLIC INVITED TO SPEAK (*Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.*)

9. MAYOR'S BUSINESS—

- The Baraboo Acts Coalition presents a day of cultural workshops during “Celebrate Sauk” on Saturday, September 24th from 11 a.m. to 5 p.m. at Las Milpas restaurant on 8th Avenue.
- The City’s Fall/Winter Newsletter will be available this week online at cityofbaraboo.com. Paper copies will also be available at City Hall, Library, and Civic Center.

10. CONSENT AGENDA (*Roll Call*)

CA-1...Approve the accounts payable to be paid in the amount of \$_____.

CA-2...Approve the Temporary Alcohol License applications (aka Picnic License) for the following:

- Downtown Baraboo, Inc., 2022 Brew Ha-Ha, 9-23-2022
- Baraboo Young Professionals, Baraboo Night Market, 9-16-2022
- Baraboo Acts Coalition, Celebrate Sauk, 9-24-2022

11. ORDINANCES ON 2ND READING

None.

12. NEW BUSINESS – RESOLUTIONS

NBR-1...Consider approving a Reserve “Class B” Combination Liquor License for The Relish Tray Bistro, LLC, 106 4th Ave. (*Zeman/Sinden*)

NBR-2...Consider denying the Operator’s License for Ginger Stromberg (*Sinden/Zeman*)

NBR-3...Consider accepting donation of 106 Walnut Street and the bid for building demolition and disposal at 106 and 103/105 Walnut Street from Beaver Service, Inc. in the amount of \$68,400. (*Pinion*)

NBR-4...Consider approving the Encroachment Report, including recommendations, for the STH 33 Reconstruction project and authorizing the City Engineer to issue the respective Revocable Encroachment Agreements. (*Pinion*)

NBR-5...Consider approving the proposal from eScribe for a three-year agreement for Agenda Management and Webcasting. (*Ostrander/Zeman*)

13. **NEW BUSINESS ORDINANCES**

NBO-1...Consider amending §13.25 pertaining to Reserve Capacity Assessments and §13.35 pertaining to Residential Equivalency Charges. (*Pinion*)

14. **COMMITTEE OF THE WHOLE**

Moved by _____, seconded by _____, to enter Committee of the Whole to discuss the following:

- Future use and disposition of current Fire/EMS Station property.
- 2023 Budget

Moved by _____, seconded by _____, to rise and report from Committee of the Whole and return to regular session. (*Roll Call*)

15. **ADMINISTRATOR AND COUNCIL COMMENTS** (*Comments are limited to recognition of City residents and employees, memorials, and non-political community events; discussion of matters related to government business is prohibited.*)

16. **REPORTS, PETITIONS, AND CORRESPONDENCE** The City acknowledges receipt and distribution of the following:

- **Reports:** August, 2022 – Building Inspection, Fire Dept.
- **Minutes from the Following Meetings:**

Copies of these meeting minutes are included in your packet:

| | |
|------------------------------------|--------------------------------------|
| Finance.....8-9-2022 | BDAS/BFD Consolidation.....7-11-2022 |
| Ambulance.....7-27-2022, 8-24-2022 | Administrative.....8-3-2022 |
| Airport.....5-12-2022 | |

Copies of these meeting minutes are on file in the Clerk's office:

| | |
|--|---------------------------|
| CDA.....7-29-2022, 8-2-2022, 8-25-2022 | |
| Library.....7-19-2022, 7-26-2022 | Public Arts.....7-28-2022 |
| Park & Recreation.....8-8-2022 | |

Petitions and Correspondence Being Referred: Correspondence regarding ATV Route in City of Baraboo. (Please see separate attachment)

17. **CLOSED SESSION**

Moved by _____, seconded by _____, to go into Closed Session. The Mayor will announce that the Council will go into Closed Session for two purposes:

1. Pursuant to §19.85(1)(e), Wis. Stat., to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Discussion of Room Tax Allocation)
2. Pursuant to §19.85(1)(g), Wis. Stat., to confer with legal counsel for the governmental body who is rendering oral or written advise concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Claim filed against City)

18. **OPEN SESSION**

Moved by _____, seconded by _____, to return to Open Session. The Mayor will announce that the Council will return to Open Session as per §19.85(2), Wis. Stats., to address any business that may be the result of discussions conducted in Closed Session.

NBR-6... Consider action on any matter properly discussed in Closed Session.

19. **ADJOURNMENT** (*Voice Vote*)

Brenda Zeman, City Clerk

For more information about the City of Baraboo, visit our website at www.cityofbaraboo.com

September 2022

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|-----------|---------------|--------------------------------|---------------|----------------------|-----------|-----------|
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | Park & Rec | Finance Council | | UW Campus | | |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| | PFC | Plan Library | Ambulance BID | Public Arts EM Mgmt. | | |
| 25 | 26 | 27 | 28 | 29 | 30 | 1 |
| | Public Safety | Administrative Finance Council | | | | |

PLEASE TAKE NOTICE - Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format should contact the City Clerk at 101 South Blvd., Baraboo WI or phone (608) 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

Agenda jointly prepared by D. Griggel and B. Zeman

Agenda posted on 09/09/2022

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, August 23, 2022 – 7:00 p.m.**

Mayor Nelson called the regular meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Hazard, Kent, Petty, Ellington, Kierzek, Thurow

Council Members Absent: Sloan

Others Present: Interim Chief Sinden, Clerk Zeman, Adm. Bradley, J. Ostrander, T. Pinion, K. Stieve, Lt. LaBroschian, P. Cannon, members of the press and others.

The Pledge of Allegiance was given.

Moved by Wedekind, seconded by Ellington and carried to approve the minutes of August 9, 2022.

Moved by Ellington, seconded by Kent and carried to approve the agenda.

Compliance with the Open Meeting Law was noted.

PRESENTATIONS – None Scheduled.

PUBLIC HEARINGS

The Mayor announced that this is the published date and time to hear public comment concerning proposed new sidewalks and the levying of assessments against benefited properties on portions of Mine Road (between Walnut & Silver), Silver Drive (between Mine & Parkside), Badger Drive (from Hitchcock to the east), and Russell Street (from Rachel to Lynn). New curb & gutter is planned where no curb & gutter exists for Oak Street (between 15th and Monroe).

James Bowers, 948 Rosemary Lane, West Baraboo spoke on behalf of his son-in-law who lives at the corner of Lynn and Russell Street. He feels this is a burden on anyone in this subdivision. There are a lot of folks who live pretty close to difficulties; with the current economic problems, issues, and opportunities within the City of Baraboo, Sauk County, he feels that the timing of this is very poor. There are challenges here, as there is everywhere, and many are living paycheck to paycheck. He is hoping that Council will consider the current economic conditions and not require sidewalks at this point.

No one else spoke and the Mayor closed the Public Hearing.

PUBLIC INVITED TO SPEAK – No one spoke.

MAYOR'S BUSINESS

- The next public input session for the Campbell Park master plan is Wednesday, August 24 from 5:30 p.m. to 7:00 p.m. at the Civic Center, 124 2nd Street.
- City Offices will be closed on Monday, September 5th in observance of the Labor Day Holiday.
- Fire Chief Kevin Stieve recognized Tom Clark on his retirement from the Fire Department.
- Fire Chief Kevin Stieve recognized Steve Pointon on his retirement as a Paid-Per-Call Firefighter.
- Baraboo Police Department Interim Police Chief Rob Sinden conducted a Badge Pinning of Chaplains Ernest Finklea and Catherine Finger.

CONSENT AGENDA

Resolution No. 22-81

THAT the Accounts Payable, in the amount of \$1,134,561.75 as recommended for payment by the

Finance/Personnel Committee, be allowed and ordered paid.

Moved by Petty, seconded by Kolb and carried that the Consent Agenda be approved-8 ayes.

ORDINANCES ON 2ND READING

None.

NEW BUSINESS – RESOLUTIONS

Resolution No. 22-82

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITTED PROPERTY IN BARABOO, WISCONSIN

WHEREAS, the governing body of Baraboo, Wisconsin, held a public hearing in the Council Chambers of the City Hall at 101 South Blvd, Baraboo, WI 53913 at 7:00 p.m. on the 23rd day of August 2022 for the purpose of hearing all interested persons concerning the Preliminary Resolution and report of the City Engineer and proposed special assessments against benefitted properties for the proposed public improvements consisting of:

2022 Street Improvements project.

ASSESSMENT DISTRICTS

New Sidewalk – That property on:

- Mine Road (between Walnut & Silver) – approximately 2,580 sq. ft.
- Silver Drive (between Mine & Parkside) – approximately 1,350 sq. ft.
- Badger Drive (from Hitchcock to the east) – approximately 2,293 sq. ft.
- Russell Street (from Rachel to Lynn) – approximately 5,514 sq. ft.

New Curb & Gutter – That property on:

- Oak Street (between 15th and Monroe) – approximately 430 feet.

NOW, THEREFORE, BE IT RESOLVED, the City of Baraboo, Wisconsin, determines as follows:

The report of the City Engineer, a copy of which is on file in the office of the City Engineer is incorporated herein by reference as if fully set forth herein, and the plans and specifications and assessments set forth therein are adopted and approved.

The City Engineer shall supervise construction of the improvements in accordance with the report hereby adopted.

Payment for the improvements shall be made by assessing 100% of the City cost to the property benefitted as indicated in the report.

Assessments shown on the report represent an exercise of the police power and have been determined on a reasonable basis and are hereby confirmed.

Assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.

6. The assessments shall be paid to the City Treasurer in full within 30 days from the date of invoice, except that the following payment options are available:

- Pay in full within 30 days to avoid interest charges.
- 3-year installment agreement for assessments between \$500 and \$1,000. Pay 1/3 down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- 5-year installment agreement for assessments between \$1,000 and \$5,000. Pay 1/5th down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- 7-year installment agreement for assessments between \$5,000 and \$9,999. Pay 1/7th down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- 10-year installment agreement for assessments over \$10,000. Pay 1/10th down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- Financial Hardship. A property owner who has a household income which is 80% or less of the medium income in Sauk County based upon the current published figures, or who is not eligible for a Community Development Block Grant loan as stated above, shall be eligible to repay the City for the assessment at the rate of \$100 per year or 5% of the total assessment, whichever is greater, plus annual interest of 1% until paid. The Community Development Authority staff shall verify low-income eligibility and shall make a recommendation as to such eligibility to the City Council. If there is an outstanding balance at the time of sale or transfer of the property, except between spouses, the remaining balance shall become due. A property owner requesting financial hardship eligibility shall submit a copy of their most recently filed State of Wisconsin tax return if filed, or otherwise show proof of annual household income.

For each year ending in either 5 or 0, the property owner shall re-submit proof of financial hardship to the City. If the property owner continues to qualify under the policy guidelines, the hardship status will remain. If the property owner does not qualify, the remaining balance of the assessment shall be paid pursuant to an Installment Agreement, the term of which will be determined based on said remaining balance as outlined above.

- COVID-19 Deferral. A property owner who can demonstrate to the reasonable satisfaction of the City that their financial condition has been negatively affected by COVID-19 will still be

eligible for the appropriate installment plan above, but the 1st payment will not be due until July 15, 2022.

- Balance on Tax Roll. If the property owner does not pay in full within 30 days from the invoice date or qualify for an installment plan, the entire balance will be placed on the next tax roll for collection with interest added at 1% per month.

In all cases, the deferral of payment shall become immediately due and payable to the City, without notice, if the property owner defaults in the payment of any installment for a period of 30 days following the specified due date thereof, or if the property owner shall transfer, sell or convey any legal or equitable interest in the lot or parcel subject to the special tax herein. If all or any part of any installment payment is not made in accordance with the terms of this resolution, the entire unpaid principal balance, together with the accrued interest thereon, shall at the City's option shall be deemed to be delinquent and said amount shall be extended upon the current or next tax roll as a delinquent special tax against the subject lot or parcel of land and immediately upon being placed on the tax roll as a delinquent special tax, interest shall accrue thereon at the then existing rate for delinquent taxes and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special packs.

7. The City Clerk shall publish this Resolution as a Class 1 notice under ch. 985, Stats., in the assessment district and mail a copy of this Resolution and a statement of the final assessment against the benefited property together with notice of installment payment privileges to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

Moved by Wedekind, seconded by Ellington and carried that **Resolution No. 22-82** be approved-7 ayes, 1 Nay (Kent).

COMMITTEE OF THE WHOLE

Moved by Ellington, seconded by Petty, to enter Committee of the Whole to discuss the Strategic Plan Implementation process.

Adm. Bradley noted that our intention is to make sure everything gets followed through with. We talked about potentially setting up a committee to break down each priority, assign it to a committee and ultimately set up a reporting structure.

Mayor Nelson's proposal suggests the three committee chairs meet with himself and Adm. Bradley to prioritize what should be tackled first and which committee, commission, and/or individuals should be assigned the work to accomplish the task. Committees will then report back to Council at least quarterly with updates.

Council members agree with this process.

Moved by Thurow, seconded by Kolb, to rise and report from Committee of the Whole and return to regular session.

ADMINISTRATOR AND COUNCIL COMMENTS

Adm. Ellington expressed his condolences to Interim Chief Sinden for the loss of his mother-in-law.

REPORTS, PETITIONS, AND CORRESPONDENCE

The City officially acknowledges receipt and distribution of the following:

- Reports: July, 2022 – Treasurer Report
- Minutes from the Following Meetings:

Members Present: Sloan, Kent

Absent: Petty

Others Present: Mayor Nelson, Adm. Bradley, Clerk Zeman, J. Ostrander, W. Peterson, L. Laux

Call to Order –Ald. Sloan called the meeting to order at 6:00p.m. noting compliance with the Open Meeting Law.

Moved by Kent, seconded by Sloan to approve the minutes of July 12, 2022. Motion carried unanimously. Moved by Kent, seconded by Sloan to approve the agenda. Motion carried unanimously.

Action Items

- a) **Accounts Payable** – Moved by Kent, seconded by Sloan to recommend to Council approval of the accounts payable for **\$871,379.21**. Motion carried unanimously.
- b) **Replacement of Private Lead Services** – W. Peterson explained that earlier this year we received \$160,000 from the DNR for the replacement of private lead services. Because the water department is not able to do all of these replacements themselves, they contracted out to do 16 of the services. Bids were out for 2 weeks and only one bid was received from Mid City Corporation. References have been checked and they have a ton of experience with lead service replacements. The bid was a little higher than expected; however, still within the budget. Because of the higher bid, they will not be able to do as many replacements. Moved by Kent, seconded by Sloan to recommend to Common Council to award the contract to Mid City Corporation in the amount of \$116,000 for replacement of 16 private lead services. Motion carried unanimously.
- c) **Line of Credit** – J. Ostrander noted that some more work has been completed for this project and need a draw of \$821,265.34. So far we have drawn \$2,600,752 that has been spent. Adm. Bradley explained that we still have earth work outstanding and the second lift should be going on tomorrow. Motion by Kent, seconded by Sloan to recommend to Council to authorize the City to draw \$821,265.34 from the Line of Credit with Baraboo State Bank. Motion carried unanimously.

Discussion Items:

The Committee reviewed some proposed changes to the Purchasing Policy. This will be brought back to the next Finance/Personnel Committee meeting to continue the review.

Adjournment – Moved by Kent, seconded by Sloan and carried to adjourn at 6:51pm.

Baraboo Economic Development Commission Meeting Minutes

June 2, 2022

I. Call Meeting to Order and Note Compliance with Open Meeting Law

Chair Cafilisch called the meeting to order at 5:30 PM at the Baraboo Municipal Building, Council Chambers, 101 South Blvd., Baraboo, WI. The meeting was noticed in conformance with Wisconsin State Statutes regarding open meetings.

II. Roll Call of Membership

Present: Cafilisch, Steinhorst, Culotta, Johnson, Kent, Nelson

Absent: Briggs, Koenig, Koehler, Kothbauer, Persche, Vera

Other: Patrick Cannon, Kristen Fish

At 5:35 PM, with the lack of a quorum, the meeting was not held

Baraboo BID Meeting Minutes

7/20/2022

Present:

Members: S. Fay, A. Killgallon, T. Sefkar, B. McDaniel, D. Marshall, K. Thurow, T. Wickus

Absent:

Members: B Stelling, M. Miller

Other:

President Fay called the meeting to order at 6:04p

In Compliance of Open Meeting Laws

Approval of June 2022 minutes: Marshall, McDaniel, Carried

Adoption of Agenda: Thurow, Killgallon, Carried

Officer/Committee**Reports**

President: Fay

Chamber approached Sara concerning a joint venture digital marketing sign possibility in the future.

Secretary: Killgallon

- None

Treasurer: Stelling

- None

Business Development: Marshall

- Looking to set up a meeting for Wednesday, August 3rd. Details to be emailed.

Finance: Stelling

- None

Parking: Fay

- Recent meeting concerning the coffee bean parking area.
 - Still waiting on word on which is BID responsibility

Promotions: Wickus

- Promotions Committee Meeting to come in August
- DBI Proposal sent to BID Board for August BID Meeting concerning
- Farmers Market going strong, funds from vendor fees are coming in. Approx. \$2,000 in funds coming in for future potential

Old Business: None

New Business:

- Approval of Financials
 - McDaniel, Killgallon, Carried
- Vouchers
 - WDIH Company – Guide Book & Attractions and More! - \$2500
 - Kate Pettit – Farmers Market Management Payment #2 - \$500
 - Kate Pettit – Farmers Market Management Payment #3 - \$500
 - Nancy Dillman – Jetpack Security Reimbursement - \$99
 - \$3,599.00 Total
 - Motion to Approve McDaniel, Thurow, Carried
- Next Agenda Items
 - Next Meeting August 17th 6:00pm

Motion to Adjourn at 6:31p, McDaniel, Thurow, carried.

- **Copies of these meeting minutes are on file in the Clerk's office:**

Park & Recreation.....7-11-2022 Library.....6-14-2022, 8-9-2022
 UW Campus.....7-21-2022
 PFC.....7-18-2022, 7-22-2022, 8-1-2022

- **Petitions & Correspondence Being Referred:** None.

CLOSED SESSION

Moved by Ellington, seconded by Hazard, to go into Closed Session. The Mayor announced that the Council will go into Closed Session Pursuant to §19.85(1)(e), Wis. Stat., to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Update for Fire/EMS

Station(s))

Council Members Present: Wedekind, Kolb, Hazard, Kent, Petty, Ellington, Kierzek, Thurow

Council Members Absent: Sloan

Others Present: Mayor Nelson, Clerk Zeman, K. Stieve, P. Cannon, J. Ostrander, T. Pinion, Laura Eysnogle & Jim Schmidt (Five Bugles Design)

OPEN SESSION

Moved by Ellington, seconded by Kent, to return to Open Session. The Mayor announcee that the Council will return to Open Session as per §19.85(2), Wis. Stats., to address any business that may be the result of discussions conducted in Closed Session.

ADJOURNMENT

Moved by Wedekind, seconded by Hazard, and carried on voice vote, that the meeting adjourn at 8:22 pm.

Brenda Zeman, City Clerk

CA – 1

RESOLUTION NO. 2022 -

Dated: September 13, 2022

The City of Baraboo, Wisconsin

| |
|---|
| <i>Background:</i> |
| Fiscal Note: (Check one) <input type="checkbox"/> Not Required <input type="checkbox"/> Budgeted Expenditure <input type="checkbox"/> Not Budgeted |
| <i>Comments</i> |

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Accounts Payable, in the amount of \$ _____ as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Offered By: Consent
Motion:
Second:

Approved by Mayor: _____
Certified by City Clerk: _____

CA-2

RESOLUTION NO. 2022 -

Dated: September 13, 2022

The City of Baraboo, Wisconsin

Background: In order to be in full compliance with State Law, the City amended Chapter 12, Intoxicating Liquor and Fermented Malt Beverages. Because of this change, the Administrative Committee is now required to review all Liquor License applications and make a recommendation to Council.

All Liquor Licenses expire annually on June 30th with the exception of the Picnic License. A Picnic License, also known as a Temporary Beer and/or Wine License, is typically issued for a one or two day event.

The Picnic Licenses listed below were reviewed by the Police Department and the City Clerk and were recommended to Council for approval at the September 6, 2022 Administrative Committee meeting.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the City Clerk be authorized to issue the following Picnic Licenses:

- Downtown Baraboo, Inc, 2022 Brew Ha Ha, 9-23-2022
- Baraboo Young Professionals, Baraboo Night Market, 9-16-2022
- Baraboo Acts Coalition, Celebrate Sauk, 9-24-2022

Offered by: Administrative Comm. **Approved by Mayor:** _____

Motion:

Second:

Certified by Clerk: _____

NBR-1

RESOLUTION NO. 2022 -

Dated: September 13, 2022

The City of Baraboo, Wisconsin

Background: In order to be in full compliance with State Law, the Administrative Committee is now required to review all Liquor License applications and make a recommendation to Council.

Liquor License applications are reviewed by the Zoning Administrator, the Police Department, the Fire Inspector, and the City Clerk. Publication of the Liquor License application was made in the Baraboo News Republic.

Because all Liquor Licenses expire annually on June 30th, if approved, this liquor license will be valid for September 15, 2022 to June 30, 2023.

This Liquor License was approved by the Administrative Committee at their September 7, 2022 meeting.

Fiscal Note: (check one) ☒ *Not Required* ☐ *Budgeted Expenditure* ☐ *Not Budgeted*
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the City Clerk be authorized to issue the following Liquor License:

- Reserve "Class B" Combination License, The Relish Tray Bistro, LLC, 106 4th Ave.

Offered by: Administrative Comm. **Approved by Mayor:** _____

Motion:

Second:

Certified by Clerk: _____

NBR - 2

RESOLUTION NO. 2022 -

Dated: September 13, 2022

The City of Baraboo, Wisconsin

Background: On August 3, 2022 Ginger Stromberg applied to the City of Baraboo for a Tavern Operator License. Because of her prior alcohol related offenses, Interim Police Chief Sinden denied her application. Ms. Stromberg's employer contacted City Clerk Zeman and requested that this denial be reviewed.

A Tavern Operator License, also known as a "Bartender's License", is valid for no more than a 2-year period, expiring on June 30th. A Conditional Operators License is valid for a period of one year, expiring on June 30th.

Per City Code, appeals of a denial of an operator's license must be reviewed for a recommendation to Council by the Administrative Committee prior to Council taking action. The Council must then choose to approve, approve with conditions or requirements, or deny the application. The Administrative Committee reviewed the application on Tuesday, September 6, 2022 and recommended unanimously that the Common Council deny Ms. Stromberg's Operator's License. Ms. Stromberg did not appear at the Administrative Committee meeting.

Note: (☒ one) [☐ Not Required] [☐ Budgeted Expenditure] [☐ Not Budgeted]
Comments:

Resolved by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, the Common Council has reviewed the reports and recommendations of Interim Police Chief Sinden and the City's Administrative Committee regarding the August 3, 2022, Tavern Operator License application filed with the City by Ginger Stromberg, and

WHEREAS, the City Clerk has attempted to notify Ginger Stromberg of the option to appear at the September 13, 2022, Council meeting as an opportunity to speak to the Council on her behalf regarding the appeal request.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council deny / approve Ginger Stromberg's Tavern Operator License.

Offered by: Administrative Committee

Motion:

Second:

Approved: _____

Attest: _____

NBR - 3

RESOLUTION NO. 2022 -

Dated: September 13, 2022

The City of Baraboo, Wisconsin

Background: The City recently issued an RFP for the demolition and disposal of the existing buildings at 106 Walnut Street and 103/105 Walnut Street. Proposals were received from 4 firms with the results as follows:

| | |
|----------------------------------|-----------|
| Beaver Services, Inc. | \$ 68,400 |
| Dean Blum Excavating, Inc | \$ 69,176 |
| Robinson Bros Environmental, Inc | \$ 75,000 |
| LinnCo, Inc | \$153,500 |

Because the City does not currently own the property at 106 Walnut Street, this resolution is also authorizing the City to accept the donation of this property for the purpose of demolition and disposal.

The Public Safety Committee review these Proposals at their August 29th meeting and recommended award of this Proposal to the low bidder.

Fiscal Note: (Check one) [] Not Required [] Budgeted Expenditure [] Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS the City has received bids for the demolition and disposal of the existing buildings at 106 Walnut Street and 103/105 Walnut Street; and

WHEREAS the City does not currently own the property at 106 Walnut Street.

NOW, THEREFORE, BE IT RESOLVED that the City Administrator is authorized to accept the donation, to the City, of the property located at 106 Walnut Street for the purpose of demolition and disposal. Upon execution of a development agreement, the property at 106 Walnut Street is to be returned.

BE IT FUTHER RESOLVED, that the Proposal for Building Demolition & Disposal at 106 and 103/105 Walnut Street from Beaver Services, Inc. in the amount of \$68,400 is hereby accepted and all other bids are rejected.

Offered by: Public Safety Committee

Approved by Mayor: _____

Motion:

Second:

Certified by City Clerk: _____

NBR - 4

RESOLUTION NO. 2022 -

Dated: September 13, 2022

The City of Baraboo, Wisconsin

Background: The Department of Transportation will be reconstructing STH 33 (8th Street and 8th Avenue) in 2024. As a part of that process, all private encroachments into the right-of-way need to be resolved. There are two ways for the encroachments to be resolved. One is for the City to order the encroachment removed and the second is to allow the encroachment to remain under a Revocable Encroachment Agreement.

The encroachments have been identified by the project designers and a few select excerpts from the Encroachment Report attached to the Resolution for reference sake. The Report identifies each encroachment by number with a photo and a recommendation on disposition is made. The Public Safety Committee reviewed this matter and recommended to adopt the recommendations of the report on the disposition of the encroachments with exceptions of Encroachment 3, which shall be relocated and Encroachment 6, which has already been removed.

Also attached to this Resolution is a draft of a Revocable Encroachment Agreement for each encroachment that the Public Safety Committee recommended be allowed to remain.

The Public Safety Committee reviewed these encroachments at their August 29th meeting and recommended Council approve issuance of Revocable Encroachment Agreements for each.

Fiscal Note: (Check one) [] Not Required [] Budgeted Expenditure [] Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the Encroachment Report for the STH 33 Reconstruction project prepared by Oneida Engineering Solutions and the recommendations included therein for the following properties are hereby approved and that the City Engineer is authorized to issue the respective Revocable Encroachment Agreements.

| Encroach No. | Owner: | Address: | Tax Parcel No |
|--------------|-----------------------------------|-------------------------------------|----------------|
| 1 | City of Baraboo (Ochsner Park) | 101 South Blvd (903 Park Street) | 206-0190-00000 |
| 2 | Jamison P Vaughn | 617 8 th Avenue | 206-2705-00000 |
| 4 | Bean Counter Investments | 201 8 th Avenue | 206-1187-00000 |
| 5 | Emmett McCarthy | 220 8 th Street | 206-1155-00000 |
| 7 | Eastside Centre LLC | 1212 8 th Street | 206-0675-00000 |

Offered by: Public Safety Committee**Approved by Mayor:** _____**Motion:****Second:****Certified by City Clerk:** _____

Encroachment Report

Project ID 5090-05-01

City of Baraboo, Eighth Street
W City Limit to Lincoln Avenue
STH 33
Sauk County

Project ID 5090-05-30

Reedsburg - Baraboo
W Mulberry St to E V Limits
STH 33
Sauk County

November 2020



**5100 Eastpark Blvd, Suite 300
Madison, WI 53718
Phone (608) 243-6410**

SUBJECT Encroachment Report**Project ID 5090-05-01**

City of Baraboo, Eighth Street
 W City Limit to Lincoln Avenue
 STH 33
 Sauk County

Project ID 5090-05-30

Reedsburg - Baraboo
 W Mulberry St to E V Limits
 STH 33
 Sauk County

INTRODUCTION

This 2.47 mile section of STH 33 from Mulberry Street, in the Village of West Baraboo, to Taft Street, in the City of Baraboo is an urban four-lane highway. The existing land use in the area is dominated by commercial and residential properties.

The existing concrete pavement was constructed in 1988 and 1990. Currently, the existing pavement has reached its life expectancy and is cracking and showing signs of wear, which has degraded the ride quality of the driving surface. The existing pavement and curb and gutter need to be replaced to improve the ride quality and to accommodate current and future traffic volumes.

The purpose of the proposed project is to address the deteriorating pavement and provide an improved traffic flow. A project location map is attached in Exhibit 1 – Project Overview.

ENCROACHMENT DESCRIPTIONS

This report identifies and analyzes the existing encroachments to the right-of-way along the STH 33 project. Recommended action is given for maintenance options to the existing encroachments, or if necessary, options to eliminate encroachments. Encroachment locations are shown in Exhibit 2 – Plan Detail with Encroachments.

During field reviews in spring of 2020, seven sites were identified as having encroachments on the existing right-of-way. Exhibit 3 – Encroachment Summary Table summarizes the encroachments. Photos of each site are shown in Exhibit 4 – Encroachment Photos.

The location of existing right-of-way throughout the project corridor was determined primarily from the past WisDOT project files, and current title searches. This analysis is based on the design guidance provided in the WisDOT Facilities Design Manual Chapter 12-1-20, Encroachments on Highway Improvement Projects.

RECOMMENDATIONS & CONSIDERATIONS

For all encroachments within the corridor, each respective landowner should be contacted and asked to remove the encroachment(s) from public right-of-way. Particular attention should be given to encroachments which create a roadside hazard and are located within the highway vision triangle. The issuance of a revocable permit could be considered for encroachments which do not pose a threat to the traveling public.

The existence of revocable permits for existing encroachments was unknown at the time of this report. It is expected that WisDOT and the City of Baraboo make final determination on proposed action and determine what, if any encroachments, have been issued revocable permits in the past.

STH 33 within the City of Baraboo is a connecting highway. The City should be included in any determination of action, if any, is required for encroachments in the City boundaries.

EXHIBIT 1

Project Overview

Project ID 5090-05-01

City of Baraboo, Eighth Street
W City Limit to Lincoln Avenue
STH 33
Sauk County

Project ID 5090-05-30

Reedsburg - Baraboo
W Mulberry St to E V Limits
STH 33
Sauk County

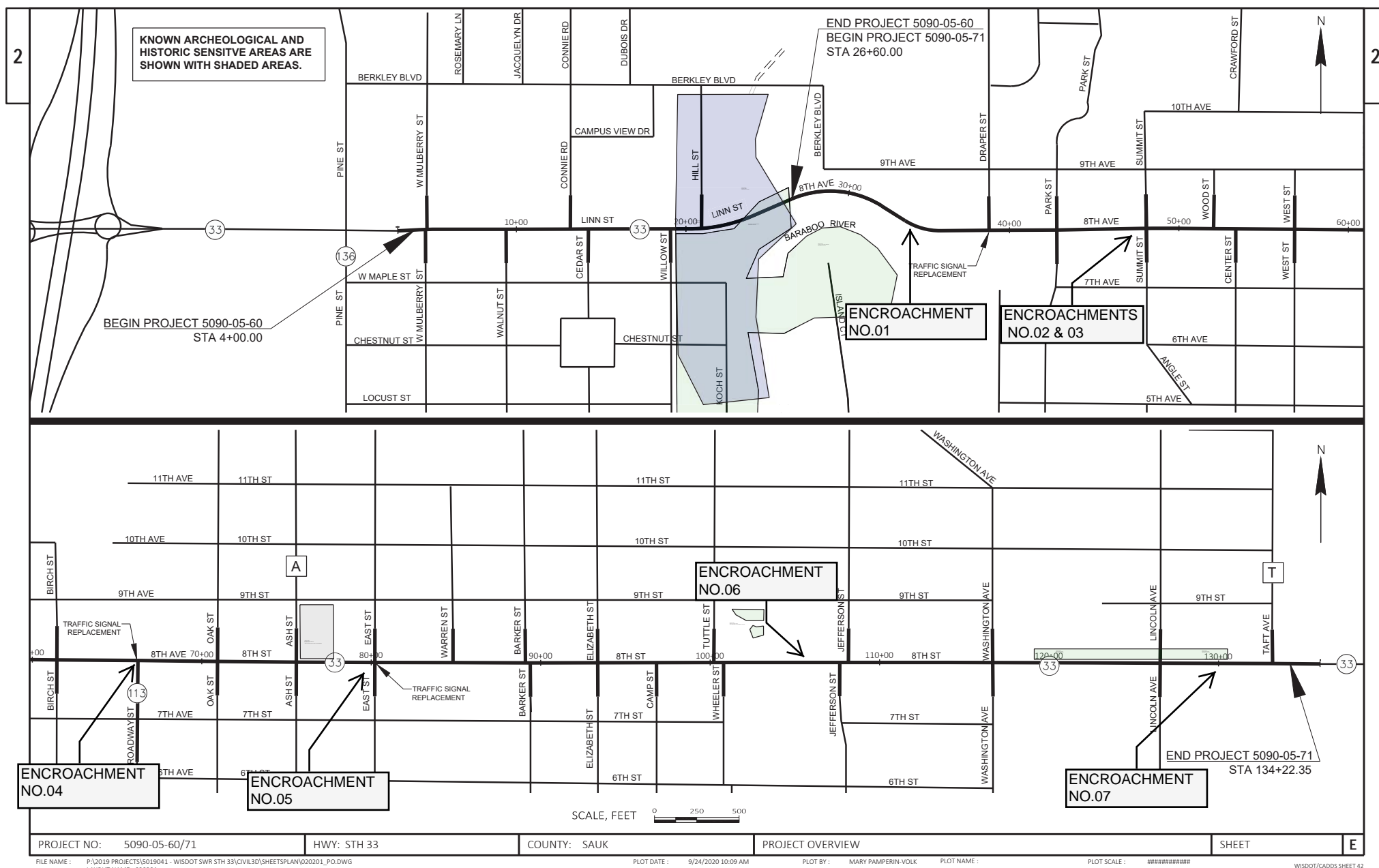


Exhibit 1 - Project Overview

EXHIBIT 3

Encroachment Summary Table

Project ID 5090-05-01

City of Baraboo, Eighth Street
W City Limit to Lincoln Avenue
STH 33
Sauk County

Project ID 5090-05-30

Reedsburg - Baraboo
W Mulberry St to E V Limits
STH 33
Sauk County

**PSC's
recommendation**

ENCROACHMENT SUMMARY TABLE for Projects 5090-05-01 & 5090-05-30

| Encroachment Number | Approximate Station | Encroachment Type | Existing R/W from Centerline | Encroachment Distance from Centerline | Within Grading / Construction Limits | Within Clear Zone | Anticipate R/W Purchase | Height Above Ground | Encroachment Size (LxH) | Owner / Occupant Address | Proposed Action |
|---------------------|---------------------|--|------------------------------|---------------------------------------|--------------------------------------|-------------------|-------------------------|---------------------------|-------------------------|---|---|
| 1 | 33+50 - 36+50 RT | Stone Retaining Wall | 31.4' | 25' - 28' | No | N/A | No | N/A | 320' L x 3' H | City of Baraboo, Ochsner Park 101 South Blvd Baraboo WI | City issue permit State/City issue revocable permit |
| 2 | 45+07 RT | Stone Block Retaining wall | 33.8' | 31.5' | No | N/A | No | N/A | 70' L X 3' H | Patrick J Schadde 617 8th Ave Baraboo WI | City issue permit State/City issue revocable permit |
| 3 | 47+35 RT | Sign on Steel post with landscaping below | 36.5' | 32.0' | No | N/A | No | 10' to bottom of the sign | 0.5' L x 10' H | Alondra LLC 603 8th Avenue Baraboo WI | Relocate Sign State/City issue revocable permit |
| 4 | 65+74 - 65+84 RT | Stone Retaining Wall | 34.4' - 42.5' | 34.0' - 41.0' | Yes, TLE | N/A | No | N/A | 80' L x 2' H | Bean Counter Investments LLC 201 8th Avenue Baraboo WI | City issue permit State/City issue revocable permit |
| 5 | 79+88 RT | Brick Column and Steel Fence | 33' | 32' | No | N/A | No | N/A | 2' L x 3' H | Emmett Mc Carthy 220 8th St Baraboo WI | City issue permit State/City issue revocable permit |
| 6 | 115+42 LT | Unused Sign Post | 31.9' | 31.0' | No | N/A | No | N/A | 0.5'L x 8' H | Shree Hari Inc 1015 8th Street Baraboo WI | Remove Post State/City request removal of unused post |
| 7 | 128+82 RT | Shopping Mall Sign with Brick Block Surround | 57' | 34' | No | N/A | No | N/A | 6' L x 4' H | Eastside Centre LLC 1212 8th Street Baraboo WI | City issue permit State/City issue revocable permit |

EXHIBIT 4

Encroachment Photos

Project ID 5090-05-01

City of Baraboo, Eighth Street
W City Limit to Lincoln Avenue
STH 33
Sauk County

Project ID 5090-05-30

Reedsburg - Baraboo
W Mulberry St to E V Limits
STH 33
Sauk County

Encroachment No. 01

City of Baraboo, Ochsner Park
101 South Blvd

RETAINING WALL



Encroachment No. 02

Patrick J Schadde
617 8th Ave

STONE BLOCK WALL



Encroachment No. 03

Alondra LLC
603 8th Avenue
SIGN "LAS MILPAS"

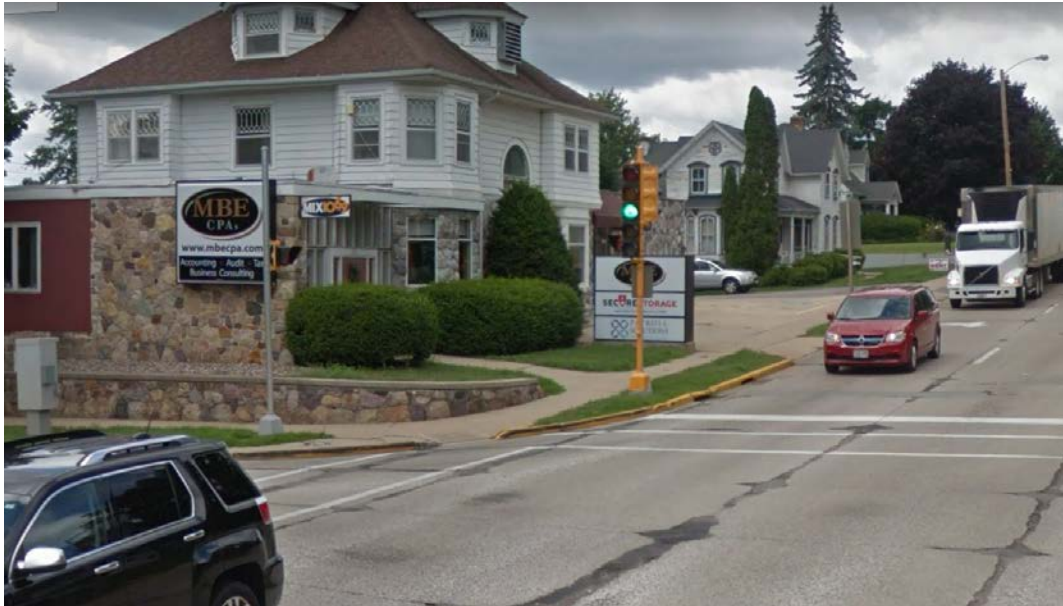


Encroachment No. 04

Bean Counter Investments LLC

201 8th Avenue

RETAINING WALL



Encroachment No. 05

Emmett Mc Carthy

220 8th St

STEEL FENCE WITH BRICK CORNER POST



Encroachment No. 06

Shree Hari Inc
1015 8th Street
UNUSED SIGN POST



Encroachment No. 07

Eastside Centre LLC
1212 8th Street

“BADGER RIDGE” SIGN And RETAINING WALL



REVOCABLE ENCROACHMENT AGREEMENT

WHEREAS, the undersigned, hereinafter referred to as Property Owner, whether one or more, is the owner of the real estate described on Exhibit A, attached hereto (the Property) and Property Owner has requested permission from the City of Baraboo, Wisconsin (City), to use City right-of-way along STH 33 in front of The Property as described on Exhibit A (the Encroachment) and the Encroachment is beyond the lot line of the Property and within the City's right-of-way of STH 33.

WHEREAS, the City is willing to allow Property Owner to maintain and use the Encroachment on the condition that Property Owner complies with all the provisions of Section 66.0425, Wis. Stats., or as renumbered or amended, and with the terms of this Agreement.

NOW, THEREFORE, it is agreed by and between the City and Property Owner as follows:

1. Property Owner warrants and represents that the undersigned includes all of the fee simple title holders of the Property and that as such, owner(s) have the full and complete authority and right to enter into this Agreement with the City.
2. Property Owner agrees that the terms of this Agreement shall be binding upon, enforceable against, and run with the Property and shall be binding upon, enforceable against and shall inure to the benefit of Property Owner, its successors and assigns and shall further inure to the benefit of the City, its successors and assigns.
3. The City agrees that Property Owner may maintain and use the Encroachment in the City of Baraboo, on the condition that Property Owner fully performs and satisfies all the terms, conditions, and provisions of this Agreement.
4. Property Owner acknowledges and agrees that the maintenance and use of the Encroachment as set forth above is a privilege granted to the undersigned by the City and that the Encroachment constitutes a privilege beyond the lot line of the Property and within a City street right-of-way and that Sections 66.0425(1), (2), (4), (5), (9), and (10) Wis. Stats., apply to Property Owner and Property Owner agrees to fully perform and satisfy all the terms and conditions set forth in the foregoing statutory provisions, and as these provisions may be renumbered or amended. A copy of Section 66.0425, Wis. Stats., is attached hereto, marked Exhibit B, and incorporated herein by reference as though fully set forth herein.
5. Property Owner acknowledges, understands, and agrees that the City would not permit Property Owner to maintain and use the Encroachment if to do so would cause the City to incur any liability or costs whatsoever due to granting Property Owner the privilege herein and Property Owner agrees to indemnify and defend the City, its agents, employees, and representatives, and to hold each of them harmless from and against any and all loss, claims, or suits (including costs and reasonable attorneys' fees) for or on account of injury to or death to any persons or damage or destruction of property belonging to any party occurring by reason of the granting of the privilege to Property Owner to maintain and use The Encroachment.

6. Property Owner agrees to be fully responsible for the maintenance and repair of the Encroachment and to further keep and maintain the Encroachment in a good state of repair and appearance.
7. Property Owner shall carry and maintain public liability insurance covering the premises where the Encroachment is located in amounts not less than \$300,000.00 for personal injuries sustained by any one person and \$500,000.00 for injuries sustained in one accident and \$50,000.00 for property damage and said insurance shall be primary insurance coverage for any damages to persons or property caused by the reason of the City granting Property Owner the privilege of maintaining and using the Encroachment. The City reserves the right to increase the above insurance coverage limits if it determines in its discretion that the above limits are no longer adequate or sufficient.
8. The privileges granted by this Agreement to Property Owner are conditioned upon the following:
 - a. The Encroachment area shall only be used as provided on Exhibit A.
 - b. Use of the Encroachment area shall be subject to regulation and enforcement pursuant to the Baraboo Municipal Code of Ordinances.
 - c. The City shall have the unconditional right, in its sole discretion, to modify or terminate Property Owner's use of the Encroachment area based upon any City need to use the Encroachment area for City purposes, including, but not limited to, sidewalks, street purposes, or public utilities.
9. Property Owner specifically acknowledges and understands that it may be obligated to remove the Encroachment and/or to discontinue the use of the Encroachment upon ten days notice by the City if the City, in its sole discretion, determines that the Encroachment must be removed and/or the use thereof as permitted in this Agreement to be discontinued. Property Owner agrees to remove the Encroachment and/or to discontinue use thereof within 30 days of the receipt of such notice from the City.
10. Property Owner further agrees that if Property Owner breaches any of the terms and provisions of this Agreement or of the provisions set forth in Section 66.0425, Wis. Stats., the City shall notify Property Owner in writing of such default and Property Owner shall have ten days from the date of receipt of said notice to cure said default. If the default is not cured within said ten day period, the City shall have the unconditional right to order Property Owner to remove and/or to discontinue the use of the Encroachment at Property Owner's expense and Property Owner shall have thirty days from the date of receipt of said order to remove the same and/or to discontinue use thereof and if Property Owner shall fail or refuse to remove the Encroachment and/or to discontinue use thereof within said time period, The City shall have the right to remove the Encroachment at Property Owner's expense and Property Owner agrees to reimburse the City for its reasonable attorneys' fees and costs incurred to enforce this Agreement against Property Owner. Property Owner agrees that any such costs and expenses incurred by the City may be charged against the Property as a special charge pursuant to Section 66.0627, Wis. Stats., and as amended or renumbered.

11. Property Owner agrees that as a condition of the City granting Property Owner the privilege to maintain and use the Encroachment as set forth herein, Property Owner waives the right to contest, in any manner, the validity of this Agreement or the validity or application of Section 66.0425, Wis. Stats.
12. If any portion of this Agreement shall be declared invalid or unenforceable to any extent, the validity of the remaining provisions of this Agreement shall not be affected thereby and shall be enforced to the full extent provided by law. This Agreement constitutes the entire Agreement between the City and Property Owner with respect to the subject matter hereof and it may not be amended or modified except by a written document approved by the City Council and executed by the City and Property Owner. No waiver of any breach or default of this Agreement shall be considered valid unless in writing and signed by the party granting such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or a similar nature.
13. Property Owner agrees to execute a short form notice of this Agreement to be used for the purpose of recordation only and Property Owner shall be responsible for the recording costs.

Dated this _____ day of _____, 2022.

PROPERTY OWNER(S)

CITY OF BARABOO

By: _____
Mayor

By: _____
City Clerk

EXHIBIT “A”

The Property

Legal Description of The Property:

Address:

Tax Parcel No.:

The Encroachment

The Encroachment shall only be used as follows:

NBR - 5

RESOLUTION NO. 2022 -

Dated: September 13, 2022

The City of Baraboo, Wisconsin

Background

The City of Baraboo has been reviewing options for meeting and agenda software. This will allow the City to streamline the creation of agendas, recording minutes, as well as televising Council meetings which can then be posted to the City's current website. City staff reviewed the following options:

- eScribe
- Granicus
- Civic Plus
- Open Meetings

It is the recommendation of City Staff to accept the three-year proposal from eScribe for the "Webcasting Plus" bundle. This bundle will include Meeting Manager to assist with the building of agenda & minutes, Participant Access for meeting participants, Internet Publishing Plus, Report Manager for staff, and Webcasting Plus for streaming meetings live on our website.

This will be reviewed by the Finance Committee at their September 13, 2022 meeting.

Fiscal Note: (None) [] Not Required X Budgeted Expenditure [] Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the City Clerk is authorized to execute the attached three-year agreement with eScribe for their "Webcasting Plus" bundle for the price of \$17,870 (Year 1), \$14,725 (Year 2), and \$15,167 (Year 3).

Offered by: Finance/Personnel Comm.

Motion:

Second:

Approved: _____

Attest: _____



This Subscription Agreement (the "Agreement") together with any appendices referenced herein and attached hereto, is dated the 30th of September, 2022.

BETWEEN:

eScribe Software Ltd. ("eScribe")

- and -

City of Baraboo ("Customer")

WHEREAS, eScribe (and/or its affiliates) has developed certain proprietary software applications and platforms for the purpose of meeting and agenda automation which it makes available as services via the internet (the "Services").

NOW THEREFORE, the Customer desires to use the Services in accordance with the terms and conditions of this Agreement.

Definitions

"Customer Data" shall mean electronic data and information uploaded or inputted to the Services or created, generated or produced by the Customer during Use of the Services.

"Data Storage" refers to the online electronic secure storage of Customer Data during the Use of the Services.

"Documentation" includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eScribe for the proper Use of the Services.

"Implementation Services" refers to the configuration and training services, and other services set out in Appendix C.

"Personal Information" means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable State or Federal privacy legislation.

"Location" refers to the location of the Customer entities authorized to Use the Services as set out in Appendix D.

"Support Services" shall mean the technical support and product updates for the Services as made available under eScribe's Support Services set out in Appendix B.

"Taxes" refers to all present or future sales tax, consumption tax and similar taxes.



“Use” shall mean the ability for the Customer to login with username and password and access the Services via the internet.

1. **Services**

- a. eScribe shall provide the Implementation Services, the Services and the Documentation to the Customer subject to the terms of this Agreement.
- b. eScribe shall provide the Implementation Services in a professional, timely, and competent manner and in accordance with industry standards. eScribe shall make every effort and take all appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer, in such a manner as is in the best interests of the Customer, and in compliance with all federal and state laws, local by-laws, and policies and procedures of the Customer.
- c. eScribe shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eScribe for any twelve (12) month period is hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eScribe becomes aware that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved and the Services are restored. In the event that eScribe becomes aware that the Services are unavailable for Use, eScribe shall notify the Customer immediately.



- d. The Customer may not make available the Service for Use by any third parties.
- e. The Customer may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies, except that Customer may modify the Customer Data to the extent and in the manner described in the Documentation.
- f. Customer Data, which shall be hosted in The United States along with all copies and backups, together with all intellectual property rights therein, will belong to the Customer and the Customer remains the sole and exclusive owner of the Customer Data. During the Term of this Agreement, the Customer may retrieve such data from the Services at any time and, within ten (10) days of the Customer's request, eScribe will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). eScribe shall not access, use, disclose, sell, rent, transfer or copy the Customer Data for any purpose (or authorize or permit a third party to perform such acts) other than as required to perform eScribe's obligations pursuant to this Agreement.
- g. At the execution of this Agreement and during the Term, eScribe represents and warrants to and in favor of the Customer and acknowledges that the Customer is relying thereon as follows:
 - i. eScribe has the legal capacity and right to execute this Agreement and carry out and observe the provisions thereof to be performed or observed by eScribe hereunder and to take all actions pursuant hereto and all necessary approvals have been given or obtained to authorize eScribe to execute this Agreement and perform thereunder and to take all actions required pursuant hereto;
 - ii. eScribe's execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order or decree, a default under any agreement by which it or any of its assets are bound or an event that would, with notice or lapse of time, constitute such a default;
 - iii. eScribe has the full and unencumbered right to grant to the Customer access to and use of the Services as provided in this Agreement, either through ownership or license, including upgrades, updates, improvements, modifications or enhancements to the Services including any third party components embedded in the Services, and that the rights



granted herein will not violate the terms of its agreements with any third parties;

- iv. The Implementation Services and the Customer's access to or use of the Services or of the Documentation do not and will not conflict with, infringe upon or violate and are not alleged by any person to conflict with, infringe upon or violate the intellectual property rights of any other person. In addition, there are no existing or threatened legal proceedings brought against eScribe in respect of the Services, the Documentation or the Implementation Services, or eScribe's right to grant others the right to access and use the Services or the Documentation. Should eScribe become aware of any such conflict, infringement or violation or potential conflict, infringement or violation, eScribe will notify the Customer immediately;
 - v. eScribe's proprietary software applications and platforms are free of spyware and malware of any kind;
 - vi. The Services and the Implementation Services provided by eScribe hereunder will comply with the service and functional specifications set out in this Agreement, including the Documentation;
 - vii. eScribe will provide personnel who have the necessary technical skills, qualifications, experience, and training to provide information and expertise to the Customer in accordance with this Agreement; and
 - viii. The Documentation is complete and will allow the Customer to access and use the Services.
- h. eScribe shall retain such records in respect of the provision of the Implementation Services or of the Services and the fulfillment of its obligations hereunder as the Customer may from time to time reasonably require and shall make such records available at any time for inspection by the representatives of the Customer.

2. **Support Services**

- a. During the Term of this Agreement, eScribe will provide the Customer the Support Services as described in Appendix B.

3. **Fees**

- a. The first year's Subscription Fees and the Implementation Fees as described in Appendix C, are due upon the date of this Agreement.



The Subscription Fees are due annually thereafter, and will increase from the previous year's Subscription Fees by three percent (3%).

- b. Implementation Fees are for remote personnel. Optionally, should the Customer wish to have eScribe provide onsite training, additional travel and living expenses would apply.
- c. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eScribe from Customer. Payment of all applicable Taxes shall be the responsibility of the Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement by such amount as to ensure that eScribe has received an amount equal to the payment otherwise required after such withholding or deduction.
- d. Legacy Data fees if any, will be added to the annual Subscription Fees as set out in Appendix E.
- e. All payments are due thirty (30) days from the date of invoice.
- a. All references to currency are in US Dollars.

4. **Term**

- a. The term of this Agreement commences on the date of this Agreement for a period of three (3) years (the "Term"), and will automatically renew for an additional Term unless notice of cancellation is received 60 days prior to the expiry of the Term.

5. **Termination**

- a. If either party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, makes any arrangement for the liquidation of its debts or a receiver or a receiver and manager is appointed with respect to all or any part of its assets, or commences winding up proceedings, or bankruptcy or insolvency proceedings are instituted by or against such party, and such proceedings are not removed within sixty (60) days (an "Event of Bankruptcy"), then the party affected by such an Event of Bankruptcy must immediately give notice thereof to the other party, and the other party at its option may terminate this Agreement upon written notice to such affected party.
- b. If this Agreement is terminated by the Customer before the end of the Term other than for a breach of this Agreement on the part of eScribe, the Customer will be liable for a termination penalty amounting to 35% of the remaining Subscription Fees due to the end of the Agreement



if terminated in the first year, 25% of the remaining Subscription Fees due to the end of the Agreement if terminated in the second year and 15% of the remaining Subscription Fees due to the end of the Term if terminated in the third year or subsequent year of the Agreement.

- c. Either party may terminate this Agreement upon written notice to the other party in the event that one party breaches any term or condition of this Agreement, provided that the non-breaching party gives the other party notice of the breach, and such breach is not remedied to the non-breaching party's satisfaction within ten (10) days after delivery of such notice.
- d. Within thirty (30) days after the termination of this Agreement by Customer pursuant to section 5 (a) or section 5 (c), eScribe shall refund to the Customer any Subscription Fees paid by the Customer for the period from the date of termination to the end of the Term on a pro-rated monthly basis commencing with the month following the date of termination.
- e. Within thirty (30) days after the termination or expiration of this Agreement, eScribe will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). After the thirty (30) day period, eScribe will delete or destroy all copies of Customer Data in its possession or control, unless legally prohibited and upon request, provide the Customer with a certificate of destruction.

6. **Limitation of Liability**

- a. Liability of eScribe under this Agreement will be limited to the maximum amount of the annual Subscription Fees listed in Appendix A or the value of insurance listed in section 10, whichever is greater. eScribe will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Customer arising out of the use or failure to use the Service.

7. **Indemnity**

- a. eScribe shall indemnify and hold harmless the Customer (including its elected officials, officers, representatives, agents, employees, volunteers, and affiliates) against any and all claims, demands, losses, suits, damages (including indirect, special, consequential, remote,



and economic damages), fees, fines, royalties, liability, and expenses (including reasonable lawyer's fees) arising out of any suit, claim or action relating to eScribe's performance or non-performance of its obligations pursuant to this Agreement, including any breach of any representation or warranty, or for actual or alleged direct or contributory infringement of, or inducement to infringe, any intellectual property right relating to the Implementation Services, the Services or the Documentation or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from eScribe's action. These obligations of indemnity will survive the termination or expiration of this Agreement however caused.

- b. eScribe shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Service with software, hardware or other materials not furnished or approved in writing by eScribe if such infringement would have been avoided without such software, hardware or other materials.
- c. In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by eScribe, to infringe or potentially infringe a third party's rights, eScribe shall, with prior notice to the Customer, (i) modify, at its expense, the Service to be non-infringing; provided that such modification does not adversely affect the Service as set out in this Agreement, or (ii) obtain for Customer the right to continue using the Service in its current state at no additional expense to the Customer, or (iii) if eScribe determines that neither of the foregoing options are reasonably available, eScribe may terminate this Agreement and refund any prepaid Fees to the Customer for which it has not received Services.

8. **Confidentiality**

- a. **"Confidential Information"** means all information disclosed by one party (**the "Disclosing Party"**) to the other party (**the "Receiving Party"**), whether verbal or in writing, that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information. The Customer's confidential information includes Customer Data, and eScribe's confidential information includes the Services and Documentation. Confidential information of each party includes, the terms of this Agreement, as well as current and future technical specifications, product plans, features and roadmaps, business and marketing plans, customer lists and relationships, costs and pricing strategies, financial and employee



information and records, as they may be disclosed by either party during the Term of this Agreement.

- b. Confidential information does not include any information that (i) is or becomes publicly available without a breach of the terms of this Agreement, (ii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iii) the Receiving Party is entitled to disclose in response to a court order or as otherwise required by law; provided that the Receiving Party notified the Disclosing Party prior to such disclosure forthwith after receipt of such order to give the Disclosing Party time to contest such order.
- c. All Confidential Information shall remain the sole property of the Disclosing Party.
- d. The Receiving Party shall not divulge or disclose any Confidential Information communicated to or acquired by it, or disclosed by the Disclosing Party in the course of carrying out this Agreement. No Confidential Information will be used by the Receiving Party on any other project or for any other purpose without the prior written consent of the Disclosing Party, which consent may be not unreasonably withheld. The Receiving Party shall receive and store the Confidential Information with the same degree of care that it uses to protect the confidentiality of its own confidential information from unauthorized use, duplication or disclosure to third parties; provided such standard is no less than a reasonable standard considering the nature of the Confidential Information.
- e. Upon termination or expiration of this Agreement, the Receiving Party shall immediately cease to use Confidential Information in any manner whatsoever, shall return to the Disclosing Party or securely destroy all Confidential Information, and shall not retain any copies of the Confidential Information.
- f. eScribe agrees and acknowledges that the Customer may be subject to State or Federal privacy legislation that may be in effect during the Term of this Agreement. The provisions of this section 8(f) supplement the terms of section 8 as it pertains to Confidential Information that is "Personal Information". eScribe acknowledges that in the course of its provision of the Software Services, it will be provided with and have access to Customer Data which includes "Personal Information", and that such information is confidential. eScribe agrees that such Personal Information will be used solely for the purposes of performing the Software Services and that it will safeguard such Personal Information by appropriate physical and technological means, including those specified in section 13. eScribe will not, other than as required to provide the Software Services, disclose, transfer, sell,



assign, publish or otherwise make available the Personal Information for its own use or the use of any other person or entity, except (and provided the Customer is promptly notified so as to permit it an opportunity to object to disclosure before it takes place, if feasible) where disclosure: (i) may be required to comply with a subpoena, warrant, or court order; (ii) is requested by a government institution that has the lawful authority to obtain the Personal Information; or (iii) is otherwise required by law. In addition, the Customer will be solely responsible for responding to any request by any Customer employee or other individual for access to, or correction of, any Personal Information. eScribe will notify the Customer immediately of any breach of this section 8(f).

- g. These obligations of confidentiality will survive the termination or expiration of this Agreement however caused.

9. **Non-Solicitation**

The Customer agrees that during the term of this Agreement, and for a period of one year following the date of termination of this Agreement, Customer will not to attempt to obtain withdrawal from eScribe of any employee or person retained or engaged by eScribe in any capacity whatsoever.

10. **Insurance**

- a. eScribe shall obtain and maintain in force during the Term of this Agreement the following policies of insurance (all amounts in USD):
 - i. General liability insurance insuring eScribe's obligations and responsibilities with respect to the performance of Services as set out in this Agreement. The policy will be extended to include bodily injury and property damage, products and completed operations, personal and advertising injury, Implementation Services, contingent employer's liability, and contractual liability to a limit of no less than two million dollars (\$2,000,000) per occurrence. The policy will include a cross liability and severability of interest clause and be endorsed to name the Client as an additional insured;
 - ii. Non-owned automobile insurance to a limit of no less than one million dollars (\$1,000,000);
 - iii. If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of no less than one million dollars (\$1,000,000); and



- iv. Errors and omissions liability insurance insuring eScribe to a limit of no less than two million dollars (\$2,000,000) per claim and five million dollars (\$5,000,000) in the aggregate. The coverage under the policy will be maintained continuously during the Term of this Agreement and for an additional two (2) years after the termination or expiration of this Agreement and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the services as set out in this Agreement. Coverage under the policy will respond to, but not be limited to the following occurrences:
 - A. Privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy;
 - B. Network security incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within eScribe's computer network or other third party computer information systems and will further include expenses related to third party computer forensics;
 - C. Privacy breach expenses including crisis management related to electronic and non-electronic breaches;
 - D. Content or media liability including personal and advertising liability, intellectual property infringement coverage (copyright, trademark, trade name, service mark, trade dress or trade secret) arising out of media content created, produced or disseminated by eScribe;
 - E. Coverage for delay in performance of a contract or agreement resulting from an error or omission; and
 - F. Coverage for damages resulting from dishonest and criminal acts committed by an employee of eScribe.



If coverage is to be cancelled or non-renewed for any reason, eScribe shall provide the Customer with ninety (90) day notice of said cancellation or non-renewal. The Customer may request an Extended Reporting Endorsement be purchased by eScribe at eScribe's expense. The term of the Extended Reporting Endorsement will be decided by the Customer and eScribe.

- b. eScribe shall ensure that all policies of insurance will:
 - i. be written with an insurer properly licensed to do business;
 - ii. contain an undertaking by the insurers to notify the Customer in writing no less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law; and
 - iii. be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the Customer.
- c. Any deductible amounts will be borne by eScribe.
- d. eScribe shall deliver to the Customer certificates of insurance evidencing renewal or replacement of policies required under this Agreement at least fifteen (15) days prior to the expiration or replacement of the current policies without demand by the Customer.
- e. If eScribe fails to maintain in force any insurance required to be maintained by it hereunder, then the Customer, without prejudice to any of its other remedies, may obtain such insurance on behalf of and at the cost of eScribe.
- f. eScribe and its agents, volunteers, contractors, subcontractors, employees, and insurer(s) hereby release the Customer from any and all liability or responsibility, including anyone claiming through or under them, by way of subrogation or otherwise for any loss or damage which eScribe may sustain incidental to or in any way related to eScribe's obligations under this Agreement.

11. **Advertising**

- a. Customer agrees that eScribe may use and disclose Customer's name in its marketing material with prior written approval of the Customer, which will not be unreasonably withheld.

12. **Trademarks**

- a. Any trademarks and service marks ("Trademarks") adopted by eScribe to identify the Services, Documentation and other products



and services, belong to eScribe. Nothing herein grants, or shall be construed to grant, to Customer any rights to such Trademarks.

13. Development Input

- a. Customer shall be entitled to provide eScribe with information and feedback concerning the Service's functional requirements and product definition which eScribe shall consider when formulating the product development roadmap and plans. This co-operative process between eScribe and the Customer does not create any obligation upon eScribe to adhere to Customer's feedback, nor does it create any ownership interest in the Services on the part of Customer should eScribe incorporate any of Customer's suggestions into the development plan or ultimately into the Services.

14. General Provisions

- a. **Relationship of Parties.** In all matters relating to this Agreement Customer and eScribe are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures.
- b. **Entire Agreement.** This Agreement, including all Appendices, is the entire Agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by written agreement of both parties.
- c. **Ride Along:** The terms of this Agreement may be extended for use by other parties, including: associated local governments, school boards and government agencies upon execution of an addendum outlining the associated Services and Fees applicable. This term is not intended to circumvent any procurement rules and regulations of the additional party.
- d. **No Waiver.** The failure of either party to exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.
- e. **Partial Invalidity.** Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this



Agreement shall not be affected and shall continue in effect as though such provisions were deleted.

- f. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other similar cause beyond the reasonable control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to cure the delay. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice of the Force Majeure event, the party whose performance has not been affected may, by giving written notice, immediately terminate this Agreement.
- g. **Assignment; Enurement.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- h. **Injunctive Relief.** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.
- i. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of New York, and the federal laws of The United States applicable therein.
- j. **Calendar Days.** All references to a day or days in this Agreement mean a calendar day or calendar days.



- k. **Time of the Essence.** Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- l. **Survival.** All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.
- m. **Headings.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- n. **Notice.** Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt, such as courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice is effective upon receipt. Notice to both parties shall be to the address and contact set forth below and updated from time to time.

eScribe Software Ltd.
204-60 Centurian Drive
Markham, ON L3R 9R2

Attention: Office of the President

Customer Contact Info for Notices:

Attention: Office of the City Clerk
City of Baraboo
101 South Blvd.
City of Baraboo Wisconsin 53913
United States



The undersigned parties hereby enter into this Agreement,

eScribe Software Ltd.

City of Baraboo

Signature

Signature

Authorizing Officer, Title

Authorizing Officer, Title

I have the authority to bind the organization

Subscription Agreement



Appendix A – Annual Subscription Fees

| eScribe Annual Service and Support Fees | | | | |
|---|--------------|-------------|----------|------------------|
| Module | License Type | License Fee | Quantity | Cost |
| eScribe Transparency Bundle | Annual | \$ 16,440 | 1 | \$ 16,440 |
| eScribe Meeting Manager | | INCL | | |
| eScribe Participant Access | | INCL | | |
| eScribe Internet Publishing | | INCL | | |
| eScribe Report Manager | | INCL | | |
| eScribe Webcasting Plus (includes encoder) | | INCL | | |
| Forms Authentication | | INCL | | |
| 15% Discount applied to Transparency Bundle | Annual | INCL | | |
| Total – Annual Software and Support Fees | | | | \$ 14,296 |

Subscription Agreement



Appendix B – Support Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Support Services as defined.

Definitions:

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

“Business Hours” means the hours during which eScribe's helpdesk is available to take live incoming calls, emails and be available to respond to the Customer's Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

“Extended Hours” means the hours during which eScribe's helpdesk is available to take urgent calls during 8:00 p.m. to 11:00 p.m. EST, Monday through Friday eastern time (excluding statutory holidays).

“Support Contacts” means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eScribe who will serve as technical liaison between eScribe and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

“Updates” shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

Support Services:

eScribe will provide the following services to Customer:

- a. Technical assistance by telephone or electronic mail.
- b. Receipt and monitoring of calls during Business Hours at eScribe's support desk.
- c. Direct access for Customer Support Contacts to eScribe's team of support technicians.
- d. Provision of any available problem solutions related to the Services
- e. Make reasonable commercial efforts to provide a response to all reported problems in the manner described in the Problem Reporting Process below.
- f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer's responsibility for any Implementation Services fees for any new Services.

Subscription Agreement



Exclusions:

- a. Customer's third-party hardware and software not part of this Agreement.

Problem Reporting Process:

Step 1: Contact eScribe using one of the following methods:

Toll free number 1-855-299-0023

Email: support@eScribemeetings.com

Portal: <https://customerportal.eScribemeetings.com>

Step 2: Provide the following information:

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

Step 3: Provide a description of the problem.

Provide as much detail, including system error messages and screen printouts, as possible. eScribe assign a Priority Level based on the response matrix below.

| Priority Level | Initial Response | Status Updates |
|--|-------------------|---------------------------------------|
| 1- Complete Services or business critical functions unavailable or impaired | Within 2 hours | Every 4 hours |
| 2- Specific Services functions unavailable or impaired | Within 4 hours | Every 8 hours |
| 3- Services operational, isolated or individual user issues | Next Business Day | As required on each reported incident |

eScribe shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eScribe to diagnose the problem and develop a possible solution.

Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eScribe is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and

Subscription Agreement



resolutions pertaining to third party software, hardware, networks or facilities, eScribe shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eScribe until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

General Support Terms:

- a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eScribe in respect of Support Services.
- b. The delivery of Support Services hereunder does not extend to: i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eScribe's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;
- c. eScribe warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.
- d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

Subscription Agreement



Appendix C – Implementation Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Implementation Services as listed below.

| Implementation Fees | | Service Fee | Quantity | Cost |
|---|----------|-------------|----------|-------------|
| eScribe Transparency Setup/Training | One time | \$ 3,290 | 1 | \$ 3,290 |
| 2 Meeting Types, 1 Report Template, 5 Workflows | | INCL | | |
| eScribe Academy Licenses | | INCL | 2 | |
| Discount on Services | | | 100% | -\$ 3,290 |
| Total - One-time Implementation Fees | | | | \$ - |

Payment Schedule

| Item | Amount |
|---|-----------|
| January 1, 2023 to December 31, 2023 Year 1 - Subscription Fees | \$ 17,870 |
| January 2024: Year 2 - Subscription Fees | \$ 14,725 |
| January 2025: Year 3 - Subscription Fees | \$ 15,167 |

Subscription Agreement



Appendix D – Authorized Customer Locations

Authorized Meeting Types

| Meeting | Name |
|--|------|
| Main Meeting Body (Council/Board of Trustees) | |
| Standing Committees (Standing Committees as established by the Main Meeting Body, and that report directly to Council the Main Meeting Body) | |
| Reporting Subcommittees (Sub-Committees as established by the Main Meeting Body or Standing Committee, and that report directly to an established Standing Committee) | |

Subscription Agreement



Appendix E – Legacy Data Storage Fees

Upon the completion of the initial, or any subsequent Term or Third Party Data Migration, (Appendix F) eScribe will measure the total Customer Data Storage in gigabytes (GB) to calculate any Legacy Data storage fees based on the following schedule:

| GB | Price / GB / Year |
|----------------|--------------------------|
| 0-50 | \$ 10.00 |
| 51-100 | \$ 9.50 |
| 101-150 | \$ 9.00 |
| 151-200 | \$ 8.50 |
| 201-300 | \$ 8.00 |
| 301+ | \$ 7.50 |

Subscription Agreement



Appendix F – Third Party Data Migration – Project Scope

Subject to the terms and conditions of this Agreement, eScribe shall perform the Third Party Data Migration Services listed below.

In Scope

N/A

Out of Scope

N/A

Assumptions

N/A

Additional Notes

It is important to note that this migration does not replace the need for customer to obtain a backup of all data upon termination of contract with incumbent vendor. Migrated data is strictly for presentation through eScribe's Internet Publishing module, and should not be used as an archive or backup of incumbent system's data.

It is also important to note that once the web interface for the incumbent system has been taken down, the data can no longer be accessed by eScribe for any future migration work. Incumbent system should not be terminated until all migrated data has been *fully* validated and verified complete.

Additional Fees

At the completion of the migration, an additional legacy data storage fee will be charged based on the amount of migrated data in gigabytes (GB) as per the table in Appendix E.

Subscription Agreement



Modification to Services

The Customer wishes to modify the Services as defined below, effective the _____ day of _____ 2022, in accordance with the terms and conditions of the Client Subscription Agreement (the "Agreement"), dated _____

Services Fees:

| Module | Addition/Deletion | Annual Fee | Quantity | Cost |
|---|-------------------|------------|----------|-------------|
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Total - Annual Subscription Fees | | | | \$ - |

Implementation Fees:

| Training Fees | Service Fee | Quantity | Cost |
|---|-------------|----------|-------------|
| | | | \$ - |
| | | | \$ - |
| Total Training Fees | | | \$ - |
| Implementation Fees | Service Fee | Quantity | Cost |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| Total - One-time Implementation Fees | | | \$ - |

The first year's Subscription Fees and the Implementation Fees are due upon the date of this Appendix, and the Subscription Fees are due annually thereafter.

The undersigned parties hereby enter into this Agreement,

eScribe Software Ltd.

City of Baraboo

Signature

Signature

Authorizing Officer, Title
I have the authority to bind the organization

Authorizing Officer, Title

Appendix A – Module Details

Module Description



Meeting Manager

Agendas, minutes, and more

Meeting Manager facilitates the building of agendas, minutes, action lists, and provides a platform for adding additional eSCRIBE functionality.

Streamline and automate meeting preparation and post meeting activities. Conduct meetings; take roll call and manage member conflicts, record motions and actions. And with the addition of eSCRIBE Meetings for the iPad or Windows 10, your board can go totally paperless.

Key Features

- Create & manage unlimited meeting templates and user groups
- Robust end-to-end pre- and post-meeting management, and user-configurable workflow support
- Live meeting support, including roll call, quorum and conflict management, electronic recording of votes and request-to-speak, and minute capture
- Integrated action log for post-meeting follow-up and staff direction
- Comprehensive Report Center for meeting and attendee statistics



Participant Access

Secure access for board and elected officials

Security-trimmed access for meeting participants to browse upcoming meeting agendas, access all related reports and supporting information, record personal comments, follow-up notes and tasks, access online resources, and search previous meetings.

Supports web browsers and eSCRIBE mobile apps for iOS, Windows 10, and Android.

Key Features

- Join any meeting, from anywhere, with any device
- View upcoming agendas and support materials in advance
- Download meeting materials and work offline
- Secure access to confidential meetings



Internet Publishing Plus

Engage with your stakeholders and drive greater transparency

Internet Publishing Plus has a fully responsive WCAG 2.0 design that allows organizations to easily engage stakeholders through their existing website, without programming and fully supports evolving accessibility requirements.

Easily search through historical and upcoming meetings, access agenda details, open and download attachments with a click.

Key Features

- Supports HTML and/or PDF publishing to website with links to individual supporting attachments
- Supports one-click publishing of meeting agendas and minute packages
- Flexible layout options including list and calendar views
- Can be added on top of Webcasting Plus or YouTube Integration module for automatic indexing and publishing of video/audio linked files for increased transparency

PLEASE NOTE: The 3 Modules above are included in ALL bundles



Report Manager

Manage templates, automated approvals and submission of reports and items

Providing administrators and staff comprehensive management of all pre-meeting and post-meeting workflow activities, Report Manager revolves around the preparation and approval of reports and items for submission to meetings. Easily manage submission deadlines and notifications to staff, reducing last minute changes to the agenda.

Leveraging the power of Microsoft Word, administrators can easily standardize and maintain unlimited templates for bills, resolutions, and reports, ensuring compliance across the organization.

Key Features

- Collaboration support, including version control, simultaneous multi-user document editing
- Manage permissions for public & private/in-camera items
- Flexible, user-configurable approval workflows, such as late item and exception management, ad-hoc and delegate approvers
- Automatic extraction of content to populate agenda items details, motions, and minutes
- Comprehensive audit reports and workflow approval histories, including electronic signature options



Webcasting Plus

Unlimited live and archival web streaming and content distribution

Webcasting Plus provides an end-to-end solution for capturing multi-camera real-time and archival video from your council or boardrooms and streaming it live online through your website with no programming required.

*Cameras and installation sold separately.

Key Features

- Automatically detects and loads a suitable video player for viewers
- Video is automatically bookmarked as administrator takes minutes during the meeting
- Allows users to view entire meeting or jump to specific agenda item sections with a single tap
- Pixel Sensing – automatically switches the webcast feed between in-room presentations and speakers for custom look
- Customizable splash screens
- Access to reporting and metrics of performance and viewership
- Video feed can be provided by any video capture source (camera), even from the local cable company's feed
- Fully automated Closed Captioning service available (additional charges apply)



Webcasting Lite

Unlimited live and archival web streaming and content distribution, with IP camera provided

Webcasting Lite provides a simple and cost-effective web streaming experience to capture real-time and archival video from your council or boardrooms and streaming it live online through your website. Includes preconfigured IP camera to get you up and running quickly.

Key Features:

- Full featured IP camera included (plug & play)
- No on-site encoder hardware required
- Minimal technical footprint
- Affordable turnkey solution for smaller organizations looking to get started or moving up from YouTube to a dedicated webcasting solution
- Fully automated Closed Captioning service available (additional charges apply)



Video Manager & YouTube Streaming

*Tagged video services
with minimal
configuration and cost*

An entry-level alternative to eSCRIBE's full-featured Webcasting Plus, the Video Manager & YouTube Streaming module allows organizations to leverage YouTube's no-cost video storage and global content distribution with minimal configuration. Video can be automatically indexed with the meeting's agenda and minutes, allowing viewers to jump to specific sections with a single tap.

Key Features

- Allows for smart (hyper) tags of video to the meeting's agenda items and minutes
- Supports any device; Automatically detects the device being used to view the video stream, and loads a compatible video player
- Supports unlimited viewers for both live stream and archival access
- Allows users to view entire meeting or jump to specific agenda item sections with a single tap
- Access to reporting and metrics of viewership (number of viewers, etc.)

Video feed can be provided by any video capture source, even from a local cable company



Vote Manager & Request to Speak

*Rules-based
electronic voting*

Vote Manager & Request to Speak allows meeting participants to electronically vote on resolutions in real-time through their Participant Portal, iPad or Windows 10 tablet. Leveraging the enhanced Request to Speak add-on helps manage member debates in real-time during meetings. The module supports a wide range of vote types and is fully integrated with roll call, check-in/out, and pecuniary interest management. Vote results can be graphically displayed in-chamber and, when used with the [Internet Publishing Plus](#) module, published to the web.

Key Features

- Supports multiple vote types: simple majority, weighted, two-thirds (present/members), unanimous, tie breaker, multiple choice, and secret ballot
- Fully-integrated with roll call, check in/out, pecuniary interest, voting areas
- Easily manage member debates with RTS
- Graphical public display screens with configurable voting results details



Delegation Request Management

Manage citizen requests to speak during public meetings

An add-on to the Internet Publishing Plus module, Delegation Request Management (DRM) allows organizations to efficiently manage citizen requests to speak during public meetings through an online form on their existing website.

Key Features

- Manage delegations' deadlines by individual meeting type
- Automated delegation request and approval
- Customizable web form fields



Public Comments

Allow the public to submit comments on agenda items

An add-on to the Internet Publishing Plus module, Public Comments allows organizations to receive and publish comments from citizens before, during and/or after meetings. Add another level of engaging your stakeholders.

Key Features

- Meeting administrators can track and post citizen comments by agenda item
- Configurable rules by meeting type
- Optional review and approval
- Comments can be retained as part of the public record or alternatively deleted after the meeting
- Fully integrated with the meetings agenda, minutes and video through your existing website

Add-On or Standalone Module Description



Board Manager - available in Life or Plus

Easily manage boards, members, vacancies and appointments online

Available as a stand-alone solution or integrated with eSCRIBE's comprehensive meeting management suite, Board Manager lets municipalities, school districts and all public sector entities easily manage and publish their boards' and members' details – in addition to managing vacancies, applications and appointments – through an intuitive, responsive interface.

Key Features

- Easily track, manage and publish board and member data
- Review, search and action items through a fully-responsive interface
- Configurable email alerts and notifications sent automatically
- Fully-responsive publishing screens integrate seamlessly with your existing website
- Associates boards with eSCRIBE to fully manage meeting agendas, minutes and attendees

Upgrade to Board Manager Plus

In addition to all the features of Board Manager Lite, upgrading to Board Manager Plus takes it a step further and allows administrators to manage the vacancy process. Create, post, receive and manage applications for vacancies all through your existing website.

Key Features

- Post vacancies online with just a few mouse clicks, and present them through pages on your existing website
- Review, search and action submitted applications for vacancies
- Customize applicant statuses to match your organization's process
- Easily export selected applicant information to include in meetings as part of the decision-making process

Appendix B – Mobile Applications



Meetings for Tablets

**Secure Access to
Meetings On-the-Go
(for meeting
participants)**

With digital content exploding, tablets and smartphones have evolved the way we live and work. eSCRIBE Meetings is a real-time application for elected officials and meeting participants who actively participate in meetings. Users can securely access and sync with any authorized eSCRIBE meeting portals to:

- Browse upcoming meeting agendas, download content for viewing offline
- Access related reports and supporting information easily
- Annotate comprehensively, with private and group comments support
- Use integrated e-voting and request-to-speak management for members
- Search online resources library for non-meeting specific information; and more
- eSCRIBE Meetings is available globally for Apple iPad's running iOS 9 or higher, through the Apple App Store, as well as for Windows 10 through the Microsoft Store
- Available in standard or pro



eSCRIBE Approval Manager *for Smartphones*

Never miss a deadline again, with Approval Manager for iOS and Android Smartphones. Now managers and report authors can easily access their Report Manager approval requests anywhere, anytime. With a few simple taps, users can review and prioritize awaiting approvals, open reports and supporting documents, and approve or reject with comments.

Available for all iOS and Android mobile devices through the Apple Appstore and Google Play Store.

App Features

- Approval Management — Secure access to your workflow approval tasks from Report Manager
- Secure Access — No separate usernames and passwords are required
- Document Viewer — Built-in online viewer supports all major file formats, including Microsoft Office and PDF

Pricing is for your entire organization, regardless of number of users.

Appendix C - eSCRIBE Meetings for Tablets

Secure Access to Meetings On-the-Go (for meeting participants)

Users can securely access and sync with any authorized eSCRIBE meeting portals to:

- Browse upcoming meeting agendas, download content for viewing offline;
- Access all related reports and supporting information easily;
- Annotate comprehensively, with private and group comments support;
- Use integrated e-voting and request-to-speak management for members;
- Search online resources library for non-meeting specific information; and more.

eSCRIBE Meetings is available globally for Apple iPad's running iOS 9 or higher, through the Apple App Store, as well as for Windows 10 through the Microsoft Store.

| | Std | Pro |
|---|-----|-----|
| Personalized Touch Add comments and follow up notes during the meeting | Yes | Yes |
| Real-time Access To agenda packages, resolutions and attachments live during a meeting | Yes | Yes |
| Navigate Freely Through the portal home page to review, search for, and access the information you are looking for easily | Yes | Yes |
| Downloadable Documents Download agendas, addendums, reports and minute documents as they are published | Yes | Yes |
| Secure Communications With bank level security and role-based access to information, all communications and meeting content are protected | Yes | Yes |
| Search and Chat Search a document. Integrated group chat feature and private chairperson instructions. | Yes | Yes |
| Single Sign-in Supports single sign on with Active Directory Federated Services (ADFS) | — | Yes |
| Online Resources Online resource library, group announcements and attendee contact information | — | Yes |
| Real-time Actions Voting and request to speak management | — | Yes |
| Online & Offline Meeting Management Full featured offline support for primary functions, including access to agenda packages, resolutions and attachments. Data synchronization options. | — | Yes |
| Enhance Participant Annotation Capabilities Create enhanced personal annotations, underline, strike-through, highlight. Freehand text and stick notes. Enriched search and bookmark capabilities. | — | Yes |

Appendix D – Webcasting Feature Matrix

| FEATURES | LITE | PLUS | YouTube |
|---|------|------|---------|
| Unlimited Viewership | ✓ | ✓ | ✓ |
| Unlimited Meetings (Storage) | ✓ | ✓ | ✓ |
| US Hosted and Distributed | ✓ | ✓ | |
| Intellectual Property Retention | ✓ | ✓ | |
| Optional Live Closed Captioning | ✓ | ✓ | |
| Post Meeting Closed Captioning | ✓ | ✓ | ✓ |
| Trainable/editable Closed Captioning | ✓ | ✓ | |
| Supported on all devices and OS | ✓ | ✓ | ✓ |
| 99.9% Server Uptime | ✓ | ✓ | ✓ |
| Integration with Meeting Management | ✓ | ✓ | ✓ |
| Ability to add indexing | ✓ | ✓ | ✓ |
| Supports Migrated Archival Content | ✓ | ✓ | |
| Advanced Reporting/Statistics of Viewership | ✓ | ✓ | |
| Integrates with any Existing AV | | ✓ | |
| Local Recording Back-up | | ✓ | |
| In-Camera Mode | | ✓ | |
| Audio Correction | | ✓ | |
| Variable Bitrate | | ✓ | |
| Remote Troubleshooting/Support | | ✓ | |
| Offline notification | | ✓ | |
| Presentation Integration | | ✓ | |
| New Feature updates included in Service | | ✓ | |
| Encoder Included in Service | | ✓ | |
| Encoder Replacements included in Service | | ✓ | |

The City of Baraboo, Wisconsin

Background: Various non-residential uses have a Residential Equivalency Charge attached to them for purposes of the Utility Code (Chapter 13) and the assessment of charges under that Code. The Utility Commission has reviewed the equivalency charge attached to Restaurants/Taverns and determined that the REC should be modified. The Utility Code dates from 1982 and this section has not been modified since that time

All new building construction in the City requires a Reserve Capacity Assessment as part of the Building Permit Fees pursuant to Section 13.25 in Subchapter III Sanitary Sewer Utility of Chapter 13 -Municipal Utilities. This fee varies based on the use of any new building pursuant to the Residential Equivalency Charge Chart in Section 13.35. The Residential Equivalency Charges were established in 1982 and only two modifications have occurred during the interim; one 1991 for a Campsite and the other in 2006 for Restaurants/Tavern. In an effort to update these Charges, we consulted several other area municipalities to compare their charges to ours and in the process learned that the City of Wisconsin Dells did a “comprehensive survey” of communities throughout south central Wisconsin before updating their charges. Accordingly, staff is recommending that the City’s Charges mirror those.

This matter was reviewed by the Public Safety Committee at their August 29th meeting and forwarded to the Council with a recommendation to approve an Ordinance amendment.

Fiscal Note: (☒ one) ☐ Not Required ☐ Budgeted Expenditure ☒ Not Budgeted

Comments: The only fiscal implication would be the cost of painting the lines a different color to distinguish the area

An Ordinance amending §13.25 pertaining to Reserve Capacity Assessments and §13.35 pertaining to Residential Equivalency Charges.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. Section 13.25, Reserve Capacity Assessments of the Baraboo Municipal Code is hereby amended as follows:

13.25 RESERVE CAPACITY ASSESSMENTS. (1589 03/12/91)

- (1) For all sanitary sewer additions made after July 1, 1986, there is hereby levied and assessed upon each lot or parcel of land currently within the City which does not have an existing connection to the waste water facilities and upon lands subsequently attached to the City by annexation or for the purpose of using the waste water facilities a reserve capacity assessment (RCA). Such RCA charge shall be payable to the City as herein provided and shall be made on the basis of one RCA charge for each residential equivalent connection (REC) to the waste water facilities. Said charge shall be as set forth in the City’s Official Fee Schedule per each REC and shall be credited to the sewer debt fund.
- (2) Any person connecting to a sanitary sewer constructed by the City shall pay a minimum connection fee as set forth in the City’s Official Fee Schedule for each connection unless special assessments in a greater amount been levied upon the parcel, in which case the larger amount shall be paid. This connection shall be in addition to the assessment under sub. (1). The connection fee shall be paid to the City Treasurer before any lot or parcel of land, or part thereof, is connected to the sanitary sewer. Said payment shall be credited to the sewer general fund.
- (3) For the purpose of this subchapter, sewer connections in the City shall be classified as existing connections or future connections. Existing connections shall include those in existence and connections for which a sewer connection permit has been issued and construction started as of July 1, 1982. Future connections shall be those not in existence as of July 1, 1982.

- (4) The RCA for a single-family residence shall be set by the Council in a separate action. The City Engineer shall determine the residential equivalency units for all other categories of buildings, pursuant to Section 13.35 Residential Equivalency Charge Chart. Special charges may be determined by the Council for large commercial or industrial users.
- (5) There shall be no RCA charge for existing connections. Payments of the RCA charge for future connections shall be paid in full upon the issuance of a building permit.

2. Section 13.35 Residential Equivalency Charges Chart of the Baraboo Municipal Code is hereby amended as follows

13.35 RESIDENTIAL EQUIVALENCY CHARGE CHART. The following list is the assigned Residential Equivalent Connection to be used when and where required.

| | |
|--|--|
| (1) Single-family dwelling | One REC |
| (2) Duplex | One <u>Two</u> REC |
| (2) (3) Condo, townhouse | One REC |
| (3) (4) Apartment, mobile home | 0.67 REC for each unit |
| (4) (5) Hotel or motel | 0.200.50 REC for each unit |
| (5) (6) Church | One REC |
| (6) (7) Funeral home | One <u>Two</u> REC |
| (7) (8) Greenhouse | One REC |
| (8) (9) Garage/filling station | One REC |
| (9) (10) Car wash, automatic | 6 REC |
| (10) (11) Car wash, self-serve | One REC for each stall |
| (11) (12) Beauty parlor, barber shop | One REC for each 3 stations |
| (12) (13) Bowling alleys | 0.33 REC for each lane |
| (13) (14) Restaurants/Tavern | 0.034 REC per seat (2240 10/24/2006) |
| (14) (15) Doctors and dentists | One REC for each 2 doctors |
| (15) (16) Offices/ <u>Industries</u> | One REC for each 20 employees |
| (16) (17) Halls | One REC for each 20 capacity |
| (17) (18) Nursing homes | 0.33 REC for each unit |
| (18) (19) Laundromats | One REC for each washing machine |
| (19) (20) Schools, without shower | One REC for each 75 students |
| (20) (21) Schools, with shower | One REC for each 50 students |
| Additional for food preparation | |
| | One REC for each 250 meals |
| (21) (22) Travel trailer dumping station | One <u>Two</u> REC for each station |
| (22) (23) Campsite | 0.6 for each site (1590 3-12-91) |

Any category of users not listed shall be assigned a REC by the City after a recommendation by the City Engineer. This list may be revised and updated from time to time.

3. This Ordinance shall take effect upon passage and publication as provided by law.

Mayor's Approval: _____

Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of September, 2022 and is recorded on page ____ of volume _____. A summary of this Ordinance was published in the local newspaper on the ____ day of _____, 2022.

City Clerk: _____

REPORT OF BUILDING INSPECTION
Construction, Plumbing, Electrical, HVAC, Commercial
AUGUST

| PERMIT TYPE | 2021 | | | | | | 2022 | | | | | |
|---------------------------|-----------|------------|-----------------------|------------------------|-------------------|--------------------|-----------|------------|-----------------------|------------------------|--------------------|--------------------|
| | ISSUED | YTD | EST COST | YTD | FEES | YTD | ISSUED | YTD | EST COST | YTD | FEES | YTD |
| Commercial, New | 0 | 1 | \$0.00 | \$775,000.00 | \$0.00 | \$1,432.88 | 0 | 1 | \$0.00 | \$460,000.00 | \$0.00 | \$2,407.68 |
| Commercial Addition | 0 | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | 1 | \$0.00 | \$9,731,600.00 | \$0.00 | \$0.00 |
| Commercial, Alterations | 5 | 18 | \$183,800.00 | \$1,680,165.00 | \$1,134.30 | \$4,157.58 | 3 | 15 | \$120,835.00 | \$3,422,435.00 | \$1,516.36 | \$5,680.47 |
| Commercial, Razing | 0 | 1 | \$0.00 | \$0.00 | \$0.00 | \$30.00 | 0 | 1 | \$0.00 | \$20,000.00 | \$0.00 | \$30.00 |
| Residential , New SF | 3 | 10 | \$985,000.00 | \$3,380,907.00 | \$2,683.58 | \$9,171.84 | 5 | 9 | \$1,775,000.00 | \$2,990,000.00 | \$5,066.62 | \$8,574.32 |
| Residential, New Duplex | 1 | 2 | \$250,000.00 | \$500,000.00 | \$1,294.43 | \$2,791.62 | 0 | 1 | \$0.00 | \$530,000.00 | \$0.00 | \$1,543.81 |
| Residential, Additions | 1 | 1 | \$10,000.00 | \$10,000.00 | \$100.00 | \$100.00 | 1 | 7 | \$25,000.00 | \$331,000.00 | \$100.00 | \$937.40 |
| Residential Remodel | 2 | 37 | \$16,610.00 | \$675,727.00 | \$150.00 | \$3,970.44 | 5 | 35 | \$74,595.00 | \$527,833.00 | \$400.00 | \$2,764.83 |
| Residential, Razing | 1 | 1 | \$0.00 | \$0.00 | \$30.00 | \$30.00 | 0 | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Accessory Building Razing | 0 | 4 | \$0.00 | \$500.00 | \$30.00 | \$150.00 | 0 | 2 | \$0.00 | \$1,000.00 | \$0.00 | \$60.00 |
| Roofing/Siding/Windows | 16 | 78 | \$179,100.00 | \$1,670,330.00 | \$1,092.00 | \$8,169.19 | 16 | 84 | \$188,304.00 | \$1,000,819.00 | \$1,320.92 | \$6,362.88 |
| Garage/Sheds/Deck/Fence | 9 | 81 | \$61,425.00 | \$538,334.00 | \$555.00 | \$5,370.00 | 16 | 76 | \$82,551.00 | \$545,783.00 | \$975.00 | \$5,025.00 |
| Multi-Family Units | 0 | 1 | \$0.00 | \$6,100,000.00 | \$0.00 | \$26,678.88 | 0 | 1 | \$0.00 | \$12,458,833.00 | \$0.00 | \$15,068.56 |
| Plumbing Only | 1 | 3 | \$10,000.00 | \$11,350.00 | \$710.00 | \$830.00 | 1 | 6 | \$7,000.00 | \$203,555.00 | \$60.00 | \$360.00 |
| Electrical Only | 8 | 26 | \$8,685.00 | \$50,336.00 | \$480.00 | \$1,740.00 | 3 | 17 | \$13,818.00 | \$35,328.00 | \$180.00 | \$1,020.00 |
| HVAC Only | 0 | 10 | \$0.00 | \$572,073.00 | \$0.00 | \$30,017.55 | 0 | 6 | \$0.00 | \$269,598.00 | \$0.00 | \$420.00 |
| Sign Permits | 3 | 16 | \$22,200.00 | \$52,817.00 | \$360.00 | \$1,440.00 | 2 | 10 | \$4,000.00 | \$67,879.00 | \$120.00 | \$1,410.00 |
| Solar Install | 17 | 23 | \$171,763.40 | \$269,892.40 | \$1,020.00 | \$1,380.00 | 2 | 14 | \$51,928.00 | \$655,823.00 | \$120.00 | \$870.00 |
| Misc. Permits | 1 | 9 | \$0.00 | \$33,379.00 | \$60.00 | \$730.00 | 5 | 16 | \$425,000.00 | \$504,000.00 | \$740.00 | \$1,570.00 |
| TOTALS | 68 | 322 | \$1,898,583.40 | \$16,320,810.40 | \$9,699.31 | \$98,189.98 | 59 | 302 | \$2,768,031.00 | \$33,755,486.00 | \$10,598.90 | \$54,104.95 |



Count of Incidents by Incident Type for Incident Status for Date Range

Incident Status(s): All Incident Statuses | Sort By: IncidentType | Start Date: 08/01/2022 | End Date: 08/31/2022

| INCIDENT TYPE | # INCIDENTS |
|--|-------------|
| 113 - Cooking fire, confined to container | 2 |
| 251 - Excessive heat, scorch burns with no ignition | 1 |
| 311 - Medical assist, assist EMS crew | 16 |
| 322 - Motor vehicle accident with injuries | 1 |
| 324 - Motor vehicle accident with no injuries. | 1 |
| 352 - Extrication of victim(s) from vehicle | 2 |
| 353 - Removal of victim(s) from stalled elevator | 1 |
| 356 - High-angle rescue | 2 |
| 381 - Rescue or EMS standby | 1 |
| 412 - Gas leak (natural gas or LPG) | 1 |
| 531 - Smoke or odor removal | 1 |
| 551 - Assist police or other governmental agency | 1 |
| 553 - Public service | 1 |
| 561 - Unauthorized burning | 1 |
| 611 - Dispatched & cancelled en route | 7 |
| 671 - HazMat release investigation w/no HazMat | 1 |
| 735 - Alarm system sounded due to malfunction | 1 |
| 744 - Detector activation, no fire - unintentional | 1 |
| 745 - Alarm system activation, no fire - unintentional | 4 |
| Total Incidents | 46 |

Count of Incidents by Incident Type for Incident Status for Date Range

Incident Status(s): All Incident Statuses | Sort By: IncidentType | Start Date: 01/01/2022 | End Date: 08/31/2022

| INCIDENT TYPE | # INCIDENTS |
|--|--------------|
| 111 - Building fire | 9 |
| 112 - Fires in structure other than in a building | 1 |
| 113 - Cooking fire, confined to container | 2 |
| 114 - Chimney or flue fire, confined to chimney or flue | 1 |
| 118 - Trash or rubbish fire, contained | 1 |
| 142 - Brush or brush-and-grass mixture fire | 2 |
| 143 - Grass fire | 1 |
| 251 - Excessive heat, scorch burns with no ignition | 1 |
| 311 - Medical assist, assist EMS crew | 117 |
| 322 - Motor vehicle accident with injuries | 13 |
| 323 - Motor vehicle/pedestrian accident (MV Ped) | 1 |
| 324 - Motor vehicle accident with no injuries. | 8 |
| 350 - Extrication, rescue, other | 1 |
| 351 - Extrication of victim(s) from building/structure | 1 |
| 352 - Extrication of victim(s) from vehicle | 2 |
| 353 - Removal of victim(s) from stalled elevator | 3 |
| 361 - Swimming/recreational water areas rescue | 2 |
| 381 - Rescue or EMS standby | 1 |
| 411 - Gasoline or other flammable liquid spill | 2 |
| 412 - Gas leak (natural gas or LPG) | 4 |
| 424 - Carbon monoxide incident | 3 |
| 442 - Overheated motor | 2 |
| 443 - Breakdown of light ballast | 1 |
| 444 - Power line down | 4 |
| 445 - Arcing, shorted electrical equipment | 5 |
| 463 - Vehicle accident, general cleanup | 1 |
| 531 - Smoke or odor removal | 2 |
| 551 - Assist police or other governmental agency | 4 |
| 553 - Public service | 12 |
| 561 - Unauthorized burning | 4 |
| 611 - Dispatched & cancelled en route | 41 |
| 622 - No incident found on arrival at dispatch address | 23 |
| 632 - Prescribed fire | 1 |
| 651 - Smoke scare, odor of smoke | 3 |
| 652 - Steam, vapor, fog or dust thought to be smoke | 1 |
| 671 - HazMat release investigation w/no HazMat | 2 |
| 730 - System malfunction, other | 1 |
| 733 - Smoke detector activation due to malfunction | 4 |
| 735 - Alarm system sounded due to malfunction | 4 |
| 736 - CO detector activation due to malfunction | 6 |
| 741 - Sprinkler activation, no fire - unintentional | 2 |
| 743 - Smoke detector activation, no fire - unintentional | 6 |
| 744 - Detector activation, no fire - unintentional | 1 |
| 745 - Alarm system activation, no fire - unintentional | 15 |
| 746 - Carbon monoxide detector activation, no CO | 1 |
| 815 - Severe weather or natural disaster standby | 1 |
| Total Incidents | 327 |
| Previous Year-to-Date | 299 |
| Increase/Decrease | 8.56% |



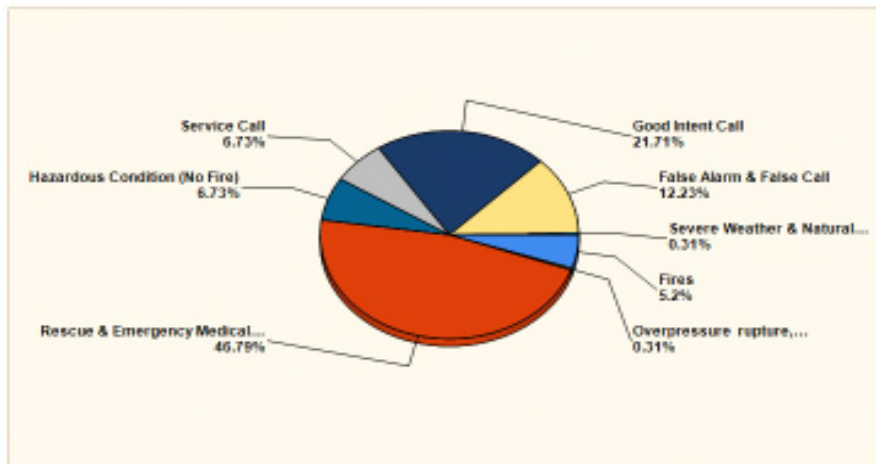
SUMMARY FOR INCIDENTS PER MUNICIPALITY

| Incident Responses by Municipality | Total Incidents | Percent | Year-to-Date | Percent |
|--------------------------------------|-----------------|----------------|--------------|----------------|
| City of Baraboo | 25 | 54.35% | 204 | 62.20% |
| Village of West Baraboo | 3 | 6.52% | 23 | 7.01% |
| Town of Baraboo | 8 | 17.39% | 48 | 14.63% |
| Town of Fairfield | 3 | 6.52% | 17 | 5.18% |
| Town of Greenfield | 4 | 8.70% | 15 | 4.57% |
| Town of Sumpter | | 0.00% | 2 | 0.61% |
| Mutual Aid - City | 0 | 0.00% | 1 | 0.30% |
| Mutual Aid - Rural | 2 | 4.35% | 5 | 1.52% |
| Automatic Mutual Aid | 1 | 2.17% | 9 | 2.74% |
| Mutual Aid Box Alarms System (MABAS) | 0 | 0.00% | 4 | 1.22% |
| Totals | 46 | 100.00% | 328 | 100.00% |

There was one exposure fire on June 28 in Town of Baraboo. An exposure fire is a fire resulting from another fire outside that building, structure, or vehicle, or a fire that extends to an outside property from a building, structure or vehicle. In the case of the Town of Baraboo Fire, a shed started on fire and that fire spread to a travel trailer. Both the building and trailer were destroyed by fire. This exposure fire adds an additional incident to the tally above.

Breakdown by Major Incident Types for Date Range YEAR-TO-DATE

Zone(s): All Zones | Start Date: 01/01/2022 | End Date: 08/31/2022



**Baraboo Fire Department
Monthly Report - August 2022**

73 of 81

Fire Inspections

| | January | February | March | April | May | June | July | August | Sept. | Oct. | Nov. | Dec |
|---------------------------------------|------------|-----------|-----------|------------|------------|------------|------------|------------|----------|----------|----------|-------------|
| City of Baraboo | 56 | 66 | 68 | 140 | 202 | 170 | 72 | 80 | | | | |
| Village of West Baraboo | 70 | 0 | 2 | 49 | 7 | 3 | 58 | 24 | | | | |
| Town of Baraboo | 0 | 0 | 0 | 0 | 0 | 34 | 1 | 0 | | | | |
| Town of Fairfield | 0 | 0 | 0 | 2 | 0 | 6 | 0 | 0 | | | | |
| Town of Greenfield | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 0 | | | | |
| Town of Sumpter | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Totals | 126 | 66 | 70 | 191 | 209 | 219 | 131 | 104 | 0 | 0 | 0 | 0 |
| Total Inspections Year to Date | | | | | | | | | | | | 1116 |

Fire Prevention Education - Current Month

| | Number of Activities | Number of Adults | Number of Children | Total Participants |
|--|-------------------------|---------------------|-----------------------|-----------------------|
| Fire Extinguisher and Fire Safety Training | 0 | 0 | 0 | 0 |
| Fire Safety Presentations | 3 | 18 | 16 | 34 |
| Fire Safety House Training | 0 | 0 | 0 | 0 |
| Other (National Night Out Events) | 2 | 65 | 16 | 81 |
| Public CPR Class | 1 | 6 | 3 | 9 |
| Grand Totals | 6 | 89 | 35 | 124 |
| Total Fire Safety Contacts Year to Date | | | | 1102 |

| | Number of Smoke Alarms | Number of CO Alarms | Total |
|--|---------------------------|------------------------|-------|
| Install Smoke and Carbon Monoxide Alarms | 0 | 1 | 1 |
| 7 Year to Date Total | | | |

Members Present: Sloan, Kent, Petty

Absent:

Others Present: Mayor Nelson, Adm. Bradley, Treasurer Laux, J. Ostrander, P. Cannon

Call to Order –Ald. Sloan called the meeting to order at 6:00p.m. noting compliance with the Open Meeting Law. Moved by Kent, seconded by Sloan to approve the minutes of July 26, 2022. Motion carried unanimously. Moved by Petty, seconded by Kent to approve the agenda. Motion carried unanimously.

Action Items

- a) **Accounts Payable** – Moved by Petty, seconded by Kent to recommend to Council approval of the accounts payable for **\$1,579,732.96**. Motion carried unanimously.
- b) **UW-Baraboo Campus Budget** – J. Ostrander explained that the UW-Baraboo Campus has requested from Sauk County \$110,000 for their 2023 budget. For the City, this means a contribution of \$110,000 which is double the \$55,000 from 2022. Over the course of the next few years, the Campus is estimating about \$550,000 of expenses, not counting the theatre project. This cost would be split 50/50 between the City and Sauk County. Adm. Bradley noted that the City is responsible for 50% of the infrastructure costs. Repairs and updates to the Fine Arts Building, the theatre project, is estimated at \$800,000. J. Ostrander noted that the Campus does have money available in their fund balance; a cushion should emergency repairs be needed. The Committee questioned whether we can afford this increase and the general consensus is no. It is requested that the Campus provide a presentation to the City Council. No action taken.
- c) **General Obligation Bonds** – J. Ostrander noted that this has to do with closing TID #6 and paying off the debt in TID #8. The 2012A Bond \$75,000 is to pay off TID #6 and \$390,000 is for TID #8. The 2013A is all TID #8, \$585,000. The 2014A is \$200,000 for TID #6 and \$250,000 for TID #8. Basically TID #6 is going to close next year, we are going to get the debt paid off now and roll excess funds over for payment of TID #8 debt. Motion by Petty, seconded by Kent to recommend to Council to approve Resolution Authorizing the Partial Redemption of Certain Outstanding General Obligation Bonds. Motion carried unanimously.

Discussion Items:

The Committee continued to review the proposed changes to the Purchasing Policy. This will be brought back to the next Finance/Personnel Committee meeting to continue the review.

Adjournment – Moved by Petty, seconded by Kent and carried to adjourn.

Brenda Zeman, City Clerk

Minutes
Baraboo District Ambulance Service (BDAS) and Baraboo Fire Department
Consolidation Committee Meeting
Baraboo EMS & Fire Station / 135 4th Street, Baraboo, WI 53913
Monday, July 11, 2022 at 10:00am

Members Present: Joel Petty, Tim Stone, Robin Meier, Dave Kitkowski, Casey Bradley, Caleb Johnson, and Kevin Stieve

Members Absent: Karl Berna/Ken Nolden

Members Excused: Ed Geick

Other's Present: Attorney Steve Zach

Call Meeting to Order - Meeting called to order by Joel Petty at 10:00am, noting compliance with Open Meeting Laws, roll call was taken.

Adoption of Agenda - Motion by Robin Meier, second by Tim Stone to adopt agenda. Voice vote, motion carried unanimously.

June 20, 2022 Minutes – Motion by Tom Kolb, seconded by Tim Stone to approve the minutes of the June 20, 2022 meeting. Voice vote, motion carried with Robin Meier abstaining from vote.

Public Comments - None.

New Business

Discussion and possible action regarding the following:

Review Preliminary Operating Budget **Kevin Stieve is building a fee schedule for fire calls to bring to next meeting.**

Intergovernmental Agreement Feedback **July Commission Meeting Items: Consider amending BDAS bylaws to allow opt-out if choosing not to enter IGA consolidated department. Feedback given from members. Attorney Zach will update.**

Update itemized Action List (Separate Document) **Nothing to update/discuss per Caleb/Kevin.**

Information Items

Update on Standard of Cover and Strategic Plan **Consultants and command staff met on survey results. The resulting PowerPoint from the survey was discussed and reviewed.**

Committee Member Comments & Future Agenda Items

Next Meeting Date: August 8, 10:00am

- BDAS Bylaws – Exit Clauses
- Capital Budget in addition to 2023 Draft Budget

Adjournment - Motion by Dave Kitkowski, seconded by Robin Meier to adjourn. Voice vote, motion carried unanimously.

Respectfully submitted, Megan Marshall

Approved: August 22, 2022

Minutes
Baraboo District Ambulance Service
Commission Meeting
Baraboo Fire & EMS Station
135 4th Street, Baraboo, WI
Wednesday, July 27, 2022 at 7:00pm

76 of 81

Commissioners Present: Karl Berna, Ed Geick, Dave Kitkowski, Robin Meier, Joel Petty, Randy Puttkamer, Scott Sloan, Tim Stone, Terry Turnquist

Commissioners Excused: Heather Kierzek

Commissioners Absent: Mike Arndt

Others Present: Caleb Johnson, Josh Hecht, Megan Marshall, Leah Wipperfurth

1. **Call to Order:** Commission President Joel Petty called the meeting to order at 7:00pm, noting compliance with Open Meeting Laws, roll call was taken.
2. **Adoption of Agenda:** Motion by Randy Puttkamer, seconded by Ed Geick to adopt agenda. Voice vote, motion carried unanimously.
3. **Approval of Previous Minutes:** Motion by Ed Geick, seconded by Scott Sloan to approve previous minutes from June 22, 2022, and June 28, 2022 Special Meeting. Voice vote, motion carried unanimously.
4. **Public Comments:** None.

Reports

- **Legal Counsel Report** – None.
- **President's Report** – President Joel Petty shared progress on the building of the new EMS/Fire facilities.
- **Treasurer/Financial Report** – Financial reports and cash flow were discussed.
- **Chief's Report** – Chief Johnson introduced Assistant Chief Josh Hecht and shared Assistant Chief Hecht's progress on training. We have three open positions with the promotion and one tentatively filled. Demographic data was presented. FAP funding was received and we received an extra \$24,000. We are working on the 2023 budget and a preliminary draft to be provided at the August meeting. Working on employee performance reviews for August and will look to review Chief's performance in August/September.

Consent Agenda

Discussion and possible action regarding the following items:

1. **Approve check details and online payments for June 16, 2022 – July 15, 2022 in the amount of \$210,478.02.** Motion by Scott Sloan, seconded by Karl Berna to approve. Voice vote, motion carried unanimously.
2. **Write-off of patient accounts in the amount of \$48,747.98, per AMB recommendation.** Motion by Karl Berna, seconded by Terry Turnquist to approve. Voice vote, motion carried unanimously.

New Business

Discussion and possible action regarding the following items:

1. **2021 Financial Audit – Baker Tilly** Leah Wipperfurth gave a presentation on the audit. Motion by Karl Berna, seconded by Ed Geick to accept the 2021 Financial Audit document. Voice vote, motion carried unanimously.

Approved: August 24, 2022

Page 1 of 2

**Minutes
Baraboo District Ambulance Service
Commission Meeting
Baraboo Fire & EMS Station
135 4th Street, Baraboo, WI
Wednesday, July 27, 2022 at 7:00pm**

77 of 81

2. Resolution 2022-05 Authorizing the Issuance of Credit Cards (Caleb) **Motion by Scott Sloan, seconded by Karl Berna to approve. Voice vote, motion carried unanimously.**
3. Resolution 2022-06 Designating Public Depositories and Authorizing Withdrawal of District Monies. (Caleb) **Motion by Scott Sloan, seconded by Terry Turnquist to approve. Voice vote, motion carried unanimously.**
4. UW Hospital and Clinics Healthcare Student Affiliation Agreement (Caleb) **Motion by Tim Stone, seconded by Ed Geick to approve. Voice vote, motion carried unanimously.**
5. Section IX of the current BYLAWS (Caleb) **Chief Johnson noted that Attorney William Cole stated that the signing of the new IGA document will supersede the existing bylaws and if a municipality is seeking to withdraw, they would not be listed on the new IGA. No action needed, for information only.**

Commissioner Comments & Future Agenda Items

- Next Meeting Date: August 24th, 2022
- Reminder: Joint Municipal IGA Review meeting is scheduled for August 16th, 2022 at 7:00 p.m. in the Council Chambers at Baraboo City Hall.

Adjournment - Motion by Robin Meier, seconded by Scott Sloan to adjourn. Voice vote, motion carried unanimously to adjourn.

Respectfully submitted, Megan Marshall, Administrative Assistant

Approved: August 24, 2022

Page 2 of 2

77

Minutes
Baraboo District Ambulance Service
Finance/Personnel Ad Hoc Committee
Baraboo Fire & EMS Station
135 4th Street, Baraboo, WI
Wednesday, July 27, 2022 at 6:30pm

78 of 81

Members Present: Robin Meier (Chair), Scott Sloan, Tim Stone (Virtual)

Others Present: Joel Petty, Karl Berna, Caleb Johnson, Josh Hecht, Megan Marshall

1. **Call to Order:** Finance/Personnel AD HOC Committee meeting was called to order by Robin Meier on July 27, 2022, at 6:30p.m., noting compliance with Open Meeting Laws, roll call was taken.
2. **Adoption of Agenda:** Motion by Scott Sloan, seconded by Tim Stone to adopt agenda. Motion carried unanimously.
3. **Approve of Previous Minutes:** Motion by Scott Sloan, seconded by Tim Stone to approve previous minutes from June 22, 2022. Motion carried unanimously.
4. **Public Comments:** Robin Meier reported no public comments were received.

New Business

Discussion and possible action regarding the following items:

1. Approve check details and online payments for June 16, 2022 – July 15, 2022 in the amount of \$210,478.02. **Motion by Scott Sloan, seconded by Robin Meier to forward to Commission with a positive recommendation for approval. Voice vote, motion carried unanimously.**
2. Write-off of patient accounts in the amount of \$48,747.98, per AMB recommendation. **Motion by Scott Sloan, seconded by Tim Stone to forward to Commission with a positive recommendation for approval. Voice vote, motion carried unanimously.**
3. Resolution 2022-05 Authorizing the Issuance of Credit Cards **Motion by Scott Sloan, seconded by Tim Stone to forward to Commission with a positive recommendation for approval. Voice vote, motion carried unanimously.**
4. Resolution 2022-06 Designating Public Depositories and Authorizing Withdrawal of District Monies. **Motion by Scott Sloan, seconded by Robin Meier to forward to Commission with a positive recommendation for approval. Voice vote, motion carried unanimously.**

Additional Comments & Future Agenda Items

- Next Meeting Date: August 24, 2022

Adjournment - Motion by Scott Sloan, seconded by Tim Stone to adjourn. Voice vote, motion carried unanimously.

Respectfully submitted, Megan Marshall, Administrative Assistant

Approved: September 6, 2022

Minutes
Baraboo District Ambulance Service
Finance/Personnel Ad Hoc Committee
Baraboo Fire & EMS Station
135 4th Street, Baraboo, WI
Wednesday, August 24, 2022 at 6:30pm

79 of 81

Members Present: Scott Sloan

Members Excused: Robin Meier (Chair), Tim Stone

Others Present: Caleb Johnson, Joel Petty, Megan Marshall

****QUORUM NOT MET, NO MEETING TOOK PLACE****

- Next Meeting Date: September 28, 2022

Respectfully submitted, Megan Marshall, Administrative Assistant

Administrative Committee

Present: Alderpersons Kathleen Thurow, Heather Kierzek, Bryant Hazard
 Absent: None.
 Also Present: City Clerk Brenda Zeman, Interim Police Chief Rob Sinden
 Citizen Present: None

The meeting was called to order by Chairman Kathleen Thurow at 8:00am, with roll call and noting compliance with the Open Meetings Law.

Motion by Hazard second by Kierzek to approve the July 5, 2022, minutes.

Motion by Hazard seconded by Kierzek to approve the agenda. Motion carried unanimously

Action Items:

- a) Review and recommendation to the Common Council for a Class "B" Fermented Malt Beverage and a "Class C" Wine License for TB's Broadway Diner, LLC, 304 Broadway St. .

Interim Police Chief Rob Sinden noted there are no issues with this license, the background check has been completed, and recommends approval. City Clerk Zeman noted that the Broadway Diner currently holds a license; this application is due to the sale of the business. Motion by Hazard, seconded by Kierzek to recommend to the Common Council the approval of the Class "B" Fermented Malt Beverage and the "Class C" Wine License for TB's Broadway Diner, LLC. Motion carried unanimously

- b) Review and recommendation to the Common Council for the Liquor License Change of Agent for Kwik trip #855 to Cody Sayles

A background check has been completed on Cody Sayles; no issues were found. Motion by Hazard, seconded by Kierzek to recommend to the Common Council the approval of the Liquor License Change of Agent for Kwik Trip #855 to Cody Sayles. Motion carried unanimously.

- c) Review and recommendation to the Common Council for the Liquor License Change of Agent for Kwik trip #657 to Riley Kay Roberts

A background check has also been completed on Riley Kay Roberts; no issues were found. Motion by Hazard, seconded by Kierzek to recommend to the Common Council the approval of the Liquor License Change of Agent for Kwik Trip #657 to Riley Kay Roberts. Motion carried unanimously.

- d) Review and recommendation to the Common Council on approving the Temporary Liquor License (aka Picnic License) for the Baraboo Area Chamber of Commerce Oktoberfest, 9-24-2022

Interim Police Chief Sinden noted that the police department will be working very closely with the Chamber to ensure they comply with the liquor license; there are no issues with this application. Motion by Hazard, seconded by Kierzek to recommend to the Common Council the approval of the Temporary Liquor License for the Baraboo Area Chamber of Commerce Oktoberfest on 9-24-2022. Motion carried unanimously.

Informational Items

- a) Date and time for next meeting: Tuesday, September 6, 2022, at 8:00AM

Motion to adjourn by Hazard, seconded by Kierzek at 8:04AM and unanimously carried.

Respectfully submitted, Brenda Zeman, City Clerk

1. CALL MEETING TO ORDER**A. Roll Call of Membership**

- a. Present: Rob Nelson (Baraboo), Tom Diehl (Village of Lake Delton)
- b. Also Present: Casey Bradley (Airport Manager), Bill Murphy (FBO), Tim McCumber (Village of Lake Delton)

The owner representatives met at the Baraboo Municipal Building, 101 South Blvd, Room 205, Baraboo, was open to the public for this meeting.

The meeting was called to order by Nelson at 10:06 AM and roll call was noted of those present by Nelson. Compliance of the Open Meeting Law was noted by Nelson.

- B. Approval of minutes from January 27, 2022, with correction of 4B. “to allow Mr. Dreher....” Motion by Diehl seconded by Nelson, motion carried.

- C. Approval of the agenda- Motion by Nelson seconded by Diehl, motion carried.

2. APPEARANCES/PRESENTATIONS -None**3. PUBLIC COMMENT-None****4. ACTION ITEMS**

- A. Ownership transition – Waive MOU requirements and transition ownership to Lake Delton through December 31, 2022.

5. INFORMATION ITEMS

- A. Report from Airport Manager, Casey Bradley- Brief update was given.

- B. Report from FBO Bill Murphy- Brief update was given.

- C. Airport Budget Reports and Balance Sheets- Motion to accept the reports by Diehl seconded by Nelson, motion approved.

- D. Fuel System Update

- E. Next meeting date – Date to be determined

6. ADJOURNMENT- Motion by Diehl seconded by Nelson to adjourn at 10:50am, motion carried.